IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND COMMON COUNCIL WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA Administration Committee Council Chambers, 3rd Floor, 140 Main Street, Menasha

February 19, 2007

6:00 PM

AGENDA

		☐ ← Back Print	
I.	CAl	LL TO ORDER	
	A.	Call to Order	
II.	RO	LL CALL/EXCUSED ABSENCES	
	A.	Roll Call	
III.		NUTES TO APPROVE-MINUTES & COMMUNICATIONS TO CEIVE	
	Min	utes to approve:	
	A.	February 5, 2007	Attachments
IV.	DIS	CUSSION	
	A.	Update on Steam Utility Project and Water Treatment Plant Project (Discussion Only)	
	В.	License: "Class B" Application of Christopher Donner, d/b/a The Vault, for the premises at 175 Main Street, for the 2006-2007 licensing year.	Attachments
	C.	Recommendation from Parks and Recreation Board, 2007 Fees and Charges for Parks and Recreation Services.	Attachments
	D.	Recommendation from Parks and Recreation Board, 2007 Parks and Recreation Reciprocity Agreements with City of Neenah, City of Appleton and Town of Menasha, and authorized signatures.	Attachments
	Е.	Recommendation from Parks and Recration Board, \$45 Fee Reduction for Jazzfest, Aug. 31, 2007 - Sept 2, 2007 at Jefferson Park (per Council approved policy).	Attachments
	F.	Donation to 2007 Memorial Day Parade.	Attachments
	G.	Consideration of Bid Document for 4th of July Fireworks.	Attachments Attachments
	Н.	Contract with Konicek Environmental Consulting LLC for 87 Racine Street, and authorized signatures.	Attachments
	I.	O-4-07 - An Ordinance Relating to Controlled Intersections (Southfield and Deerhaven)	Attachments

J.	O-5-07 - An Ordinance Relating to Controlled Intersections (First and Appleton).	Attachments
K.	R-5-07 - A Resolution Pertaining to Payment of the Interest for the Steam Utility.	Attachments
L.	R-6-07 - A Resolution Pertaining to Capital and Maintenance Projects at the Steam Plant.	Attachments
М.	Accounts payable and payroll for 2-8-07 to 2-15-07 in the amount of \$3,889,648.92	Attachments
A D I	OUDNMENT	

V. ADJOURNMENT

A. Adjournment

[&]quot;Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the MenashaCityClerk at 967-5117 24 hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA Administration Committee

Council Chambers, 3rd Floor, 140 Main Street, Menasha February 5, 2007

MINUTES DRAFT

CALL TO					
A. Call t	to Order				Item Action None
Motions					
Motion Ty	•			otion Result	
	Meeting called to	order by Chairma	an Eckstein at 5:30 p.m.		
ROLL CA	ALL/EXCUSED ABS	SENCES			
A. Roll	Call				Item Action None
Motions					
Motion Type	Motion Text Mad	de By Sec	onded By Mo	tion Result	
i ypc					
Турс	Present: Ald. Wisneski, P Taylor.	ack, Hendricks,	Eckstein, Michalkiewicz,	Chase Merkes,	
		x, CA/HRD Brand Clerk Galeazzi,	dt, PC Stanke, DPW Rac MUGM Young, and the l	dtke, CDD Keil, Press.	
MINUTES RECEIVE	Also Present: Mayor Laux PRD Tungate, PHD Nett,	x, CA/HRD Brand Clerk Galeazzi,	dt, PC Stanke, DPW Rac MUGM Young, and the l	dtke, CDD Keil, Press.	Attachment
MINUTES RECEIVE	Taylor. Also Present: Mayor Laux PRD Tungate, PHD Nett, S TO APPROVE-MICE D approve:	x, CA/HRD Brand Clerk Galeazzi,	dt, PC Stanke, DPW Rac MUGM Young, and the l	dtke, CDD Keil, Press.	Attachments Item Action Approved
MINUTES RECEIVE	Taylor. Also Present: Mayor Laux PRD Tungate, PHD Nett, S TO APPROVE-MICE D approve:	x, CA/HRD Brand Clerk Galeazzi,	dt, PC Stanke, DPW Rac MUGM Young, and the l	dtke, CDD Keil, Press.	Item Action
MINUTES RECEIVE Minutes to A. Janus	Taylor. Also Present: Mayor Laux PRD Tungate, PHD Nett, S TO APPROVE-MICE D approve:	x, CA/HRD Brand Clerk Galeazzi,	dt, PC Stanke, DPW Rac MUGM Young, and the l	dtke, CDD Keil, Press.	Item Action
MINUTES RECEIVE Minutes to A. Janua Motions Motion	Taylor. Also Present: Mayor Laux PRD Tungate, PHD Nett, S TO APPROVE-MI approve: ary 2, 2007 Motion Text Minutes of January 2, 2007	x, CA/HRD Brand Clerk Galeazzi, INUTES & C Made By Alderman Wisneski	ott, PC Stanke, DPW Race MUGM Young, and the learning of the l	dtke, CDD Keil, Press. NS TO Motion	Item Action
MINUTES RECEIVE Minutes to A. Janua Motions Motion Type	Taylor. Also Present: Mayor Laux PRD Tungate, PHD Nett, S TO APPROVE-ME D approve: ary 2, 2007 Motion Text Minutes of January 2,	x, CA/HRD Brand Clerk Galeazzi, INUTES & C Made By Alderman Wisneski	Seconded By Alderman	Motion Result	Item Action

Attachments Item Action: None
Item Action: None
esult
d her
try
sion Item Action: None
rvone
t is a ve tility urn e and
of until ently rity ect thief
ear. Attachments Item Action: None
this ne
t and surrous in the surrous interest in the surrous in the surrous in the surrous in the surrou

Approval of Proposal to extend contract for Information Technology Services for $\ \Box$

IV.

D.

2007	with Schenck T	Fechnology Soluti	ons, and authorized s	signature.	Attachments Item Action: None
Motions Motion Type	Motion Text	t Made By	Seconded By	Motion Result	
	Comp/Treasur of outside serv		they have budgeted \$25	500 for 2007 for this type	
E. Men	asha Health Dep	partment propose	ed 2007-2008 Parochi	al School Fees.	Attachments Item Action: None
Motions Motion T	vpe Motion	Text Made E	By Seconded By	Motion Result	
WIOTIOIT		stions or Discussion		Motion Result	
on A auth		sha Senior Cente		of Menasha, Committee December 31, 2007, and	Attachments Item Action: None
Motion Type	Motion Tex	xt Made By	Seconded By	Motion Result	
	PHD Nett exp	plained this is a ren	ewal contract. Same ter	ms for the past seven	
G. Req	uest for Proposa	ıl for 4th of July I	Fireworks (Ald. Taylo	or)	Item Action: None
Motion Type	Motion Text	Made By	Seconded By	Motion Result	
71	fireworks. Knowing			er the services of m this service, it could be	
H. Req	uest for Proposa	al for Safety Coor	dination and Project	Management.	Attachments Item Action: None
Motion Type	Motion Text	Made By	Seconded By	Motion Result	
	doesn't have it in website, send it to	his budget to adver	rtise in the newspaper. It to the Municipality mag	to publish the RFP. He He could put it on the gazine. It was suggested	
I. O-1- 1/15		ce Relating to City	y of Menasha Purcha	sing Policy (Held	Attachments Item Action: None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
		ing a RFP on s	ervices and supplies ov	nual rather than adopting an er a certain dollar amount.

J. Accounts payable and payroll for the period 1-18-07/2-1-07 for the amount of \$1,272,094.31.

Attachments
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck #11085-Davis a	nd Kuelthau-\$7	636.00 – PCB negatio	ns.
	Ck#11094-Interstate Battery of Green Bay-\$137.90 – Parts for machinery at PWF.			
	Ck#11100-Laib Res	Ck#11100-Laib Restoration-\$521.00 – work done at Memorial Building.		
	Ck #11122-Riesterer & Schnell-\$65.00 – supplies for equipment in Parks Dept.			
	Ck#11192-Menasha Marina-\$2,075.59 - credit card processing cost.			
	Ck#11231-Alcan Packaging-\$80,221.22 - River St. draining system.			
	Ck #11157-Confidential Assistance Program-\$2,790.00 – annual fee for Employee Assistant Program.			
	Ck#11147-Associat	ed Appraisal-\$4	1,926.00 – monthly fee	for assessor services.
	Ck#11174-Heckrod HWR operating exp		rve-\$8,800.00 – City's	budgeted contribution for

V. ADJOURNMENT

A. Adjournment

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 6:45 p.m.	Alderman Taylor	Alderman Wisneski	Passed
	Motion carried on voice	vote.		
	Respectfully submitted I	oy Deborah A. Gal	eazzi, City Clerk	

ORDINANCE O - 5 - 07

AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS (First and Appleton)

Intr	oduced	1 hv	Alderma	n Taylor
ши	ouucci	ıυν	Alucilla	II Tavioi

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 10 - 1 - 15 (e) (19) is created to read as follows:

First Street and Appleton Street.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this	day of	,2007.
		Joseph F. Laux, Mayor
	ATTEST:	
		Deborah A. Galeazzi, City Clerk

RESOLUTION R - 05 - 07

A Resolution Pertaining to Payment of the Interest for the Steam Utility

Introduced by Mayor Laux

WHEREAS, the City of Menasha Electric and Water Utility has created a steam utility; and

WHEREAS, the Steam Utility is obligated to make a payment of \$275,365 for interest on a borrowing that was authorized on; and

WHEREAS, the borrowing established a Reserve Fund that can be used for various things associated with the Steam Utility including the repayment of borrowing; and

WHEREAS, there are sufficient funds in the Steam Utility Reserve Fund to make the \$275,365 interest payment due March 1, 2007; and

WHEREAS, there are not sufficient revenues currently being generated to make the March 1, 2007 interest payment; and

WHEREAS, the Menasha Electric & Water Utility Commission has unanimously approved using funds from the Steam Utility Reserve Fund to make the March 1, 2007 interest payment of \$275,365;

NOW THEREFORE BE IT RESOLVED by the City of Menasha Common Council with the Mayor concurring that the Menasha Electric & Water Utility shall use funds from the Steam Utility Reserve Fund to make the March 1, 2007 interest payment of \$275,365.

Passed and approved this	day of February 2007.
Joseph F. Laux, Mayor	Deborah A. Galeazzi, City Clerk
Joseph I. Laux, Mayor	Deborali A. Galeazzi, City Clerk

RESOLUTION R - 06 - 07

A Resolution Pertaining to Capital and Maintenance Projects at the Steam Plant

Introduced by Mayor Laux

WHEREAS, the City of Menasha Electric and Water Utility has created a steam utility; and

WHEREAS, the Electric & Water Utility Commission has authorized several capital and capital/maintenance projects, including Large Motor Replacement, Blowdown Heat Recovery Project, Vent Valve Repair, #4 Generator exciter and oil seal repair; and

WHEREAS, the cost for all of these projects will not exceed \$237,000; and

WHEREAS, Bond Counsel has reviewed the purposes of the Steam Utility Reserve Fund and has advised that the proceeds may lawfully be used for capital and capital/maintenance projects; and

WHEREAS, there are not sufficient revenues currently being generated to pay for these projects; and

WHEREAS, the Menasha Electric & Water Utility Commission has unanimously approved using funds from the Steam Utility Reserve Fund to finance these projects not to exceed \$237,000;

NOW THEREFORE BE IT RESOLVED by the City of Menasha Common Council with the Mayor concurring that the Menasha Electric & Water Utility is authorized to perform several capital and capital/maintenance projects, including Large Motor Replacement, Blowdown Heat Recovery Project, Vent Valve Repair, #4 Generator exciter and oil seal repair; and

BE IT FURTHER RESOLVED THAT shall use funds from the Steam Utility Reserve Fund to fund the capital and capital/maintenance projects, including Large Motor Replacement, Blowdown Heat Recovery Project, Vent Valve Repair, #4 Generator exciter and oil seal repair

Passed and approved this	day of February 2007.
Joseph F. Laux, Mayor	Deborah A. Galeazzi, City Clerk

MEMORANDUM

TO: Common Council

FROM: Douglas Young, General Manager

DATE: February 15, 2007

SUBJECT: Recommendation of Capital and Maintenance Projects

At the February 12, 2007 Menasha Utilities Commission meeting, the Commission authorized staff to pursue several Steam Plant capital and maintenance projects, funded from the Steam Utility Reserve Fund. These projects include the following: Large Motor Replacement, Blowdown Heat Recovery Project, Vent Valve Repair and #4 Generator exciter and oil seal repair. In agitate these projects should not to exceed \$237,000.

The Menasha Utilities Commission recommends authorization by the Common Council.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 2/8/07-2/15/07 Checks # 11285-11457 \$3,751,339.27

Payroll Checks for 2/8/07-2/15/07 Checks # 30598-30827 138,309.65

Total

\$3,889,648.92

^{**}Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Time: 12:33PI MGRIESBACH User:

CITY OF MENASHA

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	;	11278	31100	51	10-115-204		1,097.25	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	52	05-201-240		1,201.75	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	52	08-101-240		679.25	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	53	09-102-240		600.00	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	53	09-212-240		679.25	SEMI-ANNUAL SERVICE CONTRACT
		11278	31731	54	10-149-240		940.50	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	55	06-101-240		1,550.00	SEMI-ANNUAL SERVICE CONTRACT
		11278	31100	55	07-202-240		1,889.50	SEMI-ANNUAL SERVICE CONTRACT
		11301	31100	51	10-115-240		209.85	A/C UNIT FOR SERVER ROOM/FAN
		11420	31100	53	09-212-240		2,003.83	CHANGE FURNACE DUCTWORK A/C
		11409	31731	54	10-149-240		219.55	WINTER PM'S
		11421	31100	52	08-101-240		2,168.23	SHOOTING AHU
	Check Date	2/8/2007	Check Nbr	011285		Check Total:	13,238.96	_
01075 ACCURATE SUSPENSION W	AREHOUSE	7000796	31731	54	10-149-383		60.90	TIE ROD END
		7000839	31731	54	10-149-300		55.52	SHOP SUPPLIES
	Check Date	2/8/2007	Check Nbr	011286		Check Total:	116.42	_
01760 APPLETON SCHOOL DISTRIC	СТ	010806	31100	21	04-304-000		89,071.19	TAX COLLECTION PAYMENTS
	Check Date	2/8/2007	Check Nbr	011287		Check Total:	89,071.19	_
01775 CITY OF APPLETON		163148	31100	54	03-204-250		43,590.00	VALLEY TRANSIT 1ST QTR
	Check Date	2/8/2007	Check Nbr	011288		Check Total:	43,590.00	=
01788 ARENDAL INC		5	31485	56	03-501-216		3,400.00	ARCHITECH/ENG FEES NATURES WAY
	Check Date	2/8/2007	Check Nbr	011289		Check Total:	3,400.00	_
04900 IOCUILA ADNOT		000707	0.400	54	10 201 212		155.00	REIMBURSE SUMP PUMP/PIT
01800 JOSHUA ARNDT		020707	31201		10-301-212		155.00	<u>_</u>
C	Check Date	2/8/2007	Check Nbr	011290		Check Total:	199.00	

Time: 12:33PI MGRIESBACH User:

CITY OF MENASHA

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/endor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
02260 BAYCOM INC		170592	31100	52	08-101-295		98.00 ADD REMOTE KIT TO RADIO
		171061	31100	52	08-101-295		1,982.12 SQUAD EQUIPMENT INSTALLATION
		170597	31100	52	08-101-295		24.50 REPAIR SIREN
	Check Date	2/8/2007	Check Nbr	011291		Check Total:	2,104.62
02335 BECK ELECTRIC INC		D39	31731	54	10-149-240		171.19 #12 WHITE THHN
	Check Date	2/8/2007	Check Nbr	011292		Check Total:	171.19
02730 BRAZEE ACE HARDWAR	_	54895	04400	55	07-202-240		3.10 SCREWS/ANCHORS
12/30 BRAZEE AGE HARDWAR	. C	54995	31100	55 55	07-202-240		13.48 PEST REPELLER/MOUSE TRAP
		54914	31100	55 55	07-205-822		26.91 DRILL BITS
		54970	31207	51	10-115-313		8.99 HAND SOAP
		54974	31100	51	10-115-313		19.26 SCRUB PADS/DISH SCRUB/SQUEEGEE
		54974 55113	31100	51	10-115-313		7.47 BLEACH/LAUNDRY SOAP/WIPES
			31100	55	07-202-240		12.87 BRACKETS
		55149	31100	55 52	08-101-240		6.76 VALVE/CAP/ADAPTER/TAPE
		55215	31100		06-101-240	Ob a all Tatal	98.84
	Check Date	2/8/2007	Check Nbr	011293		Check Total:	50.04
3070 CALUMET COUNTY TREA	ASURER	010807	31100	21	04-300-000		68,616.05 TAX COLLECTION PMT-COUNTY
		010807	31100	21	04-309-000		2,977.55 TAX COLLECTION PMT-STATE
	Check Date	2/8/2007	Check Nbr	011294		Check Total:	71,593.60
3145 CAREW CONCRETE & SU	JPPLY CO INC	709255	31100	54	10-134-300		19.25 CONCRETE
		710667	31100	54	10-134-300		776.00 WATER & TAYCO
	Check Date	2/8/2007	Check Nbr	011295		Check Total:	795.25
03225 CB SUPPLY COMPANY II	NC	0130146-IN	31100	54	10-124-300		16.08 BEARINGS
			01100	-			
33223 OB GOLT ET GOMILART II		0130129-IN	31100	54	10-124-300		10.00 GR SPIDER BEVEL

Thursday, February 08, 2007 Date: 12:33PI MGRIESBACH

Time:

User:

CITY OF MENASHA

Check Register - w/Alternate Description

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
03230 CCP INDUSTRIES		21555032	31731	54	10-149-300		112.84	WIPER
	Check Date	2/8/2007	Check Nbr	011297		Check Total:	112.84	_
04135 DAVIS & KUELTHAU SC		275644	31100	51	02-103-211		,	WISCO ENTERPRISES LLP
	Check Date	2/8/2007	Check Nbr	011298		Check Total:	2,070.00	
04309 WM DIX LUMBER CO INC		28239	31207	55	07-205-822		4,815.36	2x6 DECK/GREY
	Check Date	2/8/2007	Check Nbr	011299		Check Total:	4,815.36	_
04360 DORNER INC		2006-08(3)	31485	21	04-205-000		-2,360.49	NATURE'S WAY
		2006-08(3)	31485	54	10-121-822		45,031.34	NATURE'S WAY
		2006-08(3)	31485	54	10-134-822		2,178.50	NATURE'S WAY
•	Check Date	2/8/2007	Check Nbr	011300		Check Total:	44,849.35	_
					10 115 100		202.00	DDW
04450 DWD-UI		06438	31100	51	10-115-162		326.30	
		06438	31100	55 55	06-101-162			LIBRARY
		06438	31100	55	10-215-162	Ob It T-4-It	8,287.04 9,045.34	_
	Check Date	2/8/2007	Check Nbr	011301		Check Total:	9,043.34	
05170 EMP		INV909872	31100	53	09-102-300		394.95	REVIEW SOFTWARE
		RGA009836	31100	53	09-102-300		-315.96	SOFTWARE RETURN
•	Check Date	2/8/2007	Check Nbr	011302		Check Total:	78.99	_
06075 FASTENAL COMPANY		WINEE18727	31207	55	07-205-822			TOOLS
		WINEE18671	31207	55	07-205-822			TOOLS
	Check Date	2/8/2007	Check Nbr	011303		Check Total:	287.62	
06115 FERRELLGAS		1013685289	31731	54	10-149-300		57.63	LIQUEFIED PETROLUEM GAS
		1013702360	31266	54	10-307-300		57.65	LIQUEFIED PETROLEUM GAS
	Check Date	2/8/2007	Check Nbr	011304		Check Total:	115.28	_

Thursday, February 08, 2007 Date: Time: 12:33PI MGRIESBACH

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CITY OF MENASHA

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
06225 FIRST SUPPLY APPLETO	N	6657592-00	31731	54	10-149-240		242.15 WATER HEATER
•	Check Date	2/8/2007	Check Nbr	011305		Check Total:	242.15
06615 FOX VALLEY TECHNICAL	COLLEGE	19334/FY06-0	7 31100	52	08-101-337		471.20 OFFICER TRAINING
		020607	31100	21	04-229-000		5.84 CHAPTER 70.114 AIDS PAYMENT
		010806	31100	21	04-303-000		303,080.59 TAX COLLECTION PMT-WI
		010806	31100	21	04-303-000		28,244.72 TAX COLLECTION PMT-C
	Check Date	2/8/2007	Check Nbr	011306		Check Total:	331,802.35
06625 FOX VALLEY TRUCK		474095	31731	54	10-149-383		6.96 PINS
	Check Date	2/8/2007	Check Nbr	011307		Check Total:	6.96
07010 G&K SERVICES INC		1011510526	31731	54	10-149-201		193.18 CLOTHING/MOP/MAT/TOWEL SERVICE
		1011513949	31731	54	10-149-201		178.40 CLOTHING/MOP/MAT/TOWEL SERVICE
		1011517366	31731	54	10-149-201		193.18 CLOTHING/MOP/MAT/TOWEL SERVICE
		1011520781	31731	54	10-149-201		193.18 CLOTHING/MOP/MAT/TOWEL SERVICE
	Check Date	2/8/2007	Check Nbr	011308		Check Total:	757.94
07091 SAUL GARCIA		020707	31201	54	10-301-212		156.00 REMBURSE SUMP PUMP/PIT
	Check Date	2/8/2007	Check Nbr	011309		Check Total:	156.00
08186 EILEEN HASSE		020707	31201	54	10-301-212		135.00 REIMBURSE SUMP PUMP/PIT
	Check Date	2/8/2007	Check Nbr	011310		Check Total:	135.00
08287 BARBARA HELWINK		013107	31278	53	09-116-702		608.72 LHR/REHAB PROGRAM
	Check Date	2/8/2007	Check Nbr	011311		Check Total:	608.72
00050 UEW ETT DAOK:	45.4107	44050000		E 4	04 400 345		700 00 VIDEO DISPLAY SION TECH
08350 HEWLETT-PACKARD COM	WIPANY	41656689	31100	51	04-109-315		799.00 VIDEO DISPLAY SIGN TECH
	Check Date	2/8/2007	Check Nbr	011312		Check Total:	799.00

Time: 12:33PI MGRIESBACH User:

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
08465 HOME DEPOT CREDIT SE	RVICES	1590213	31100	53	09-212-240		175.42	XL SING BOWL
		1590213	31100	55	07-202-240		3.91	DOOR HOLDER
		3043512	31100	55	07-202-315		323.19	2 DRILL KITS
		7043947	31207	55	07-205-822		52.96	BOLTS/BLD KNIFE
		6991190	31207	55	07-205-822		60.00	DRILLBITS/BOLTS/CBLTS
	Check Date	2/8/2007	Check Nbr	011313		Check Total:	615.48	_
09005 IACP		020607	31100	52	08-101-320		100.00	MEMBERSHIP RENEWAL
	Check Date	2/8/2007	Check Nbr	011314		Check Total:	100.00	_
09105 INDEPENDENT INSPECTI	ONS LTD	15892	31100	52	03-301-216		3,398.17	JANUARY 2007 PERMITS ISSUED
	Check Date	2/8/2007	Check Nbr	011315		Check Total:	3,398.17	_
10335 JX ENTERPRISES INC		D263050021	31731	54	10-149-383		-375.00	CORE CREDIT
		D270040147	31731	54	10-149-383			STOCK
		D270080028	31731	54	10-149-383			STOCK
		D270110079	31731	54	10-149-383		62.23	RADIATOR CAP
		D270230053	31731	54	10-149-383		-53.95	TIE ROD
		D270160017	31731	54	10-149-383		24.99	PUMP/WINDSHIELD
		D270230012	31731	54	10-149-383		63.38	SWITCH
		D270180147	31731	54	10-149-383		24.99	WINDSHIELD PUMP
	Check Date	2/8/2007	Check Nbr	011316		Check Total:	-171.94	_
11030 KAEMPFER & ASSOCIAT	ES INC	12795	31201	54	10-301-212		1,049.68	INDUSTRIAL DISCHARGE REG PROG
		12796	31201	54	10-301-212		446.65	USER DISCHARGE PERMIT PREP
		12797	31201	54	10-301-212		520.89	SEWER USE MONITORING
		12798	31201	54	10-301-212		963.94	SSES PROJECT MANAGEMENT
		12799	31201	54	10-301-212		136.52	SMOKE TESTING PROGRAM
		12800	31201	54	10-301-212		7,028.81	SSES REPORT PREPARATION
	Check Date	2/8/2007	Check Nbr	011317		Check Total:	10,146.49	_

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11035 KANN MANUFACTURING	CORP	226114	31731	54	10-149-383		12.14 O RING KIT
•	Check Date	2/8/2007	Check Nbr	011318		Check Total:	12.14

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					·
11155 KITZ & PFEIL INC	122614-0047	31100	54	10-304-300	18.89 RURAL MAILBOX
	122614-006	31100	55	07-202-300	3.87 SINGLE SIDED KEY
	122614-0133	31100	51	10-115-240	5.47 DRILL BIT/EXTENSION
	122714-0002	31100	54	10-121-315	12.59 SLEDGE HANDLE
	122714-0035	31100	55	07-202-240	2.00 HARDWARE MISC
	121114-0187C	31201	54	10-301-300	-3.59 THREADLOCKER
	122814-0040	31100	52	08-101-240	6.97 HARDWARE MISC
	122914-0062	31100	54	10-304-300	56.67 RURAL MAILBOX
	010214-0004	31100	55	07-202-315	42.25 COUNTERSINK/DRILL BITS
	010214-0092	31100	55	07-202-240	5.40 HARDWARE MISC
	010314-0076	31100	51	10-115-300	14.65 PLUG/CHISEL
	010414-0036	31100	55	07-202-315	19.21 POWER BITS
	010514-0013	31207	55	07-205-822	48.99 BITS/HARDWARE MISC
	010514-0039	31731	54	10-149-300	44.58 SHOP TOOLS
	010514-0042	31100	55	07-202-240	39.48 SANDPAPER/BRUSHES/PAINT
	010814-0052	31100	55	07-202-300	25.17 ROLLER COVERS/THINNER
	010914-0023	31207	55	07-205-822	11.23 BITS
	010914-0028	31731	54	10-149-300	13.49 HOLE SAW
	010914-0053	31207	55	07-205-822	3.41 PHIL SOCKET
	010914-0062	31731	54	10-149-383	3.50 HARDWARE MISC
	010914-0094	31100	55	07-203-240	1.62 MISC FOR POOL FLOAT
	011014-0010	31100	51	10-115-300	4.99 MASK TAPE
	011014-0119	31100	55	07-203-240	4.23 MISC FOR POOL FLOAT
	011114-0111	31731	54	10-149-300	14.44 U-BOLT/THINNER
	011214-0115	31207	55	07-205-822	4.91 TUBE STRAP/ELBOWHARDWARE MISC
	011514-0054	31100	51	10-115-300	4.34 SNOWBLOWER SPARK PLUGS
	011614-0069	31100	51	10-115-240	-3.80 GALV CAP/CONNECTORS
	011614-0043	31100	51	10-115-240	13.73 VALVES
	011714-0006	31100	54	10-131-300	63.89 WASHERS/NUTS/HEX LAG BOLT
	011714-0034	31100	55	07-202-313	6.99 RAGS
	011714-0051	31100	55	07-202-315	28.41 PUSH TORCH HEAD
	011714-0095	31100	54	10-124-300	49.48 HARDWARE MISC
	011814-0003	31100	55	07-202-240	20.00 DRILL BITS

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		011814-0077	31207	55	07-205-822		9.97 WASHERS
		011914-0058	31100	55	07-202-240		25.99 ENAMEL/MEMORIAL BLDG
		011914-0075	31100	55	07-201-300		3.87 KEY
Chec	k Date	2/8/2007	Check Nbr	011321		Check Total:	627.29
11315 KRUEGER TRUE VALUE		842546	31100	55	07-202-315		9.05 BITS/SOCKET
		842494	31100	55	07-202-315		10.77 PHIL SOCKET
Chec	k Date	2/8/2007	Check Nbr	011322		Check Total:	19.82
12245 LAW ENFORCEMENT TARGETS	INC	0079428-IN	31100	52	08-101-300		117.25 TARGETS
Chec	k Date	2/8/2007	Check Nbr	011323		Check Total:	117.25
42250 LAWCON PRODUCTS INC		E24026E	04704	54	10-149-300		237.40 MISC HARDWARE SUPPLIES
12250 LAWSON PRODUCTS INC		5210265	31731		10-149-300	Check Total:	237.40 MISC HARDWARE SUFFEILS
Chec	k Date	2/8/2007	Check Nbr	011324		Check Total:	237.40
13043 MANAWA TELEPHONE CO		020107	31100	51	04-109-221		39.95 INTERNET SERVICE
Chec	k Date	2/8/2007	Check Nbr	011325		Check Total:	39.95
13055 RAJWANT SINGH MANN		020107	31100	46	04-157-000		25.00 REFUSE CART DOWNGRADE REFUND
Chec	k Date	2/8/2007	Check Nbr	011326		Check Total:	25.00
13095 MARSHALL & ILSLEY TRUST CO)	020807	31100	21	04-415-000		127.38 FLEX SPEND MEDICAL
	-	020807	31100	21	04-417-000		96.15 FLEX SPEND DEPENDENT CARE
Chec	k Date	2/8/2007	Check Nbr	011327		Check Total:	223.53
13120 MARTENSON & EISELE INC		40772	31482	56	03-501-212		5,687.00 PUD LAKE PARK VILLAS
Chec	k Date	2/8/2007	Check Nbr	011328		Check Total:	5,687.00
13126 TREVOR MARTIN		020707	24004	54	10-301-212		675.00 REIMBURSE SUMP PUMP/PIT
		2/8/2007	31201	011329	10-00 1-212	Check Total:	675.00 REIMBURSE SUMF FUMF/F11
Chec	k Date	2/0/2007	Check Nbr	011329		CHECK TOTAL.	

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13150 MATTHEWS TIRE & AUTO SERVICE	310911	31731	54	10-149-382		308.60 SQUADS	
Check Date	2/8/2007	Check Nbr	011330		Check Total:	308.60	
13345 MENARDS-APPLETON EAST	27001	31100	54	10-124-300		49.98 MAILBOX & POST	
Check Date	2/8/2007	Check Nbr	011331		Check Total:	49.98	
13360 MENASHA ELECTRIC & WATER UTILI	002602	31100	54	10-134-212		1,179.00 DIGGERS HOTLINE	
	002602	31201	54	10-301-212		1,179.00 DIGGERS HOTLINE	
	012407	31100	12	04-399-000		6.85	
	012407	31100	54	10-131-223		237.44	
	012407	31201	54	10-301-223		61.61	
	012407	31100	55	07-202-223		776.03	
	012407	31100	55	07-202-223		13.90	
	012407	31100	55	07-202-225		55.43	
Check Date	2/8/2007	Check Nbr	011332		Check Total:	3,509.26	
13370 MENASHA EMPLOYEES CREDIT UNION	020807	31100	21	04-299-020		2,038.00 DEDUCTIONS	
Check Date	2/8/2007	Check Nbr	011333		Check Total:	2,038.00	
			24	04 000 004		200 00 4005 UNION DEDUCTIONS	
13375 MENASHA EMPLOYEES LOCAL 1035	020807	31100	21	04-299-031		200.00 1035 UNION DEDUCTIONS	
Check Date	2/8/2007	Check Nbr	011334		Check Total:	200.00	
13400 MENASHA JOINT SCHOOL DISTRICT	020607	31100	21	04-229-000		30.92 CHAPTER 70.114 AIDS PAYMENT	
	010807	31100	21	04-302-000		1,605,781.66 TAX COLLECTION PMT-W	
	010807	31100	21	04-302-000		51,521.94 TAX COLLECTION PMT-C	
Check Date	2/8/2007	Check Nbr	011335		Check Total:	1,657,334.52	
Chock Date							
13435 MENASHA POSTMASTER	020207	31100	53	09-212-311		55.00 MARCH NEWSLETTER	
Check Date	2/8/2007	Check Nbr	011336		Check Total:	55.00	

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13460 CITY OF MENASHA TREAS	URER	020707	31100	12	04-101-000		5,292.54 RETURN 3 INSTALLMENTS/S FIGI
_	Check Date	2/8/2007	Check Nbr	011337		Check Total:	5,292.54
		020607	31100	51	04-305-730		360.17 RECESSION OF PROP TAX 7-2-1
-	Check Date	2/8/2007	Check Nbr	011338		Check Total:	360.17
13580 MID-AMERICAN RESEARC	H CHEMICAL	0320090-IN	31201	54	10-301-300		166.93 FOAMING ROOT CONTROL
_	Check Date	2/8/2007	Check Nbr	011339		Check Total:	166.93
13605 MIDWEST SIGN & SCREEN	PRINTING	2441197-01	31100	54	10-131-300		45.95 TACK APPL TAPE
		2441197-02	31100	54	10-131-300		68.92 TACK APPL TAPE
		2441197-03	31100	54	10-131-300		64.46 TAPE
-	Check Date	2/8/2007	Check Nbr	011340		Check Total:	179.33
13685 MINNESOTA MUTUAL LIFE	INSURANC	MARCH 2007	31100	21	04-618-000		2,291.30 BASIC/EMPLR
_	Check Date	2/8/2007	Check Nbr	011341		Check Total:	2,291.30
13697 MIRON CONSTRUCTION C	O INC	38288	31483	52	05-201-821		2,492.60 ENGINEERING SERVICES/FIRE STN
_	Check Date	2/8/2007	Check Nbr	011342		Check Total:	2,492.60
13755 MORTON SAFETY		137189	31731	54	10-149-300		-285.50 CREDIT FOR PORTION INV 82051
		137193	31731	54	10-149-300		332.50 REPLACEMENT SUPPLIES
_	Check Date	2/8/2007	Check Nbr	011343		Check Total:	47.00
13870 PEGGY MURPHY		010207	31100	53	09-102-331		32.98 MILEAGE
		010207	31100	53	09-114-331		10.23 MILEAGE
_	Check Date	2/8/2007	Check Nbr	011344		Check Total:	43.21

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14010 N&M AUTO SUPPLY		154624	31731	54	10-149-383		23.16 AIR FILTER
		154429	31731	54	10-149-383		9.45 SPARK PLUGS
		155308	31731	54	10-149-383		69.65 DISC BRAKE PADS
		155658	31731	54	10-149-383		4.18 STOCK
		154933	31731	54	10-149-383		21.66 AIR/FUEL FILTERS
		155023	31731	54	10-149-383		53.90 BATTERY/DEPOSIT
		154935	31731	54	10-149-383		8.36 SPARK PLUGS
		155705	31731	54	10-149-383		26.95 BATTERY/DEPOSIT
		155206	31731	54	10-149-383		56.95 BATTERY/DEPOSIT
		155367	31731	54	10-149-383		19.49 BRAKE SHOE/DEPOSIT
		155319	31731	54	10-149-383		130.74 BRAKE ROTOR
		156996	31100	55	07-202-315		7.99 COUPLER
		156979	31100	55	07-202-315		26.97 COUPLER
		156404	31731	54	10-149-383		138.35 PUMP/CORE DEPOSIT
		155962	31731	54	10-149-383		56.72 BRAKE PADS
		156299	31731	54	10-149-383		46.51 OIL FILTERS/SPARK PLUGS
Ch	neck Date	2/8/2007	Check Nbr	011346		Check Total:	701.03
14024 NAEIR		H107257	31100	52	08-101-300		85.60 PERSONAL SECURITY ALARMS
		2/8/2007	Check Nbr	011347		Check Total:	85.60
Ch	neck Date	2/0/2007	Clieck INDI	011347		CHECK TOTAL.	•
14131 NATIONWIDE TRAVELERS		020507	31100	21	04-269-000		1,620.00 36 PEOPLE SPRING REUNION SHOW
Ch	neck Date	2/8/2007	Check Nbr	011348		Check Total:	1,620.00
14215 NEENAH-MENASHA MUNICIPA	AL COURT	020607	31100	21	04-229-000		119.00 BOND/T MYERS
	000KI	020607	31100	21	04-229-000		131.60 BOND/S MARRERO
		020607		21	04-229-000		119.00 BOND/M PAAR
			31100		0220-000	Check Total:	369.60
Ch	neck Date	2/8/2007	Check Nbr	011349		спеск гота!:	000.00

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14220 NEENAH-MENASHA SEWE	RAGE COMM	2007-021	31201	54	10-302-250		15,097.00 INTEREST BOND ISSUES	
		2007-015	31201	54	10-302-250		54,683.05 FEB 2007 WASTEWATER TREATMENT	
_	Check Date	2/8/2007	Check Nbr	011350		Check Total:	69,780.05	
14385 NOFFKE LUMBER INC		070120502664	31100	55	07-202-240		-11.46 PLASTIC CAP NAIL	
14000 NOT THE EDMBER ING		070120801187	31207	55	07-205-822		17.82 PLASTIC CAP NAIL	
		070120801297	31100	55	07-202-240		80.32 LUMBER	
		070120503039	31100	55	07-202-240		173.21 SCREWDRIVERS/LUMBER	
		070120503039	31100	55	07-202-315		47.90 HAMMERS	
		070120801693	31100	55	07-202-240		16.56 LUMBER	
		070120801736	31100	55	07-202-300		186.23 LUMBER/SCREWS	
		070120801752	31100	55	07-202-240		52.60 LUMBER	
		070120801802	31100	55	07-202-300		490.46 LUMBER	
_	Check Date	2/8/2007	Check Nbr	011351		Check Total:	1,053.64	
14395 NORTH AMERICAN SALT O	co	70016266	31100	54	10-124-300		796.09 BULK HIGHWAY COARSE W/YPS	
_	Check Date	2/8/2007	Check Nbr	011352		Check Total:	796.09	
14533 NUCPS/TI ALUMNI ASSN		020207	31100	52	08-101-320		25.00 ALUMNI 2007 DUES	
_	Check Date	2/8/2007	Check Nbr	011353		Check Total:	25.00	
15080 OFFICEMAX CONTRACT IN	IC	735944	31731	54	10-149-310		48.64 OFFICE SUPPLIES	
		735944	31100	55	07-202-310		7.19 OFFICE SUPPLIES	
_		797185	31100	51	02-105-310		50.11 OFFICE SUPPLIES	
	Check Date	2/8/2007	Check Nbr	011354		Check Total:	105.94	
15090 OGDEN PLUMBING & HEA	TING INC	50638	31100	51	10-115-240		439.69 TOILET/SINK CITY HALL	
_	Check Date	2/8/2007	Check Nbr	011355		Check Total:	439.69	

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15210 ORIENTAL TRADING CO II	NC	613620903-01	31100	55	07-201-300		26.85	TINY TOT SUPPLIES
		61370756-01	31100	55	07-201-300		18.80	YARD DECORATIONS
-	Check Date	2/8/2007	Check Nbr	011356		Check Total:	45.65	_
16783 CHELSEA J POZOLINSKI		013107	31822	55	04-107-316			HATTIE MINER SCHOLARSHIP
	Check Date	2/8/2007	Check Nbr	011357		Check Total:	250.00	_
16815 PSS-CHICAGO		35206063	31100	53	09-104-300			URINE STRIPS
	Check Date	2/8/2007	Check Nbr	011358		Check Total:	64.71	
16840 PUBLIC SAFETY CENTER -	INC	114976IN	31100	52	08-101-300		135.52 135.52	CASSETTES/TAPES -
	Check Date	2/8/2007	Check Nbr	011359		Check Total:	135.52	
18160 REDI-WELDING CO		13454	31731	54	10-149-300		87 00	MATERIALS
10 100 REDI-WELDING CO	Oh I- D-4-	2/8/2007	Check Nbr	011360	10-149-300	Check Total:	87.00	<u>_</u>
	Check Date	2/0/2007	Officer (4b)	011000		5.100 N 10.00.1		
18190 REGISTRATION FEE TRUS	ST	020707	31100	52	08-101-295		55.00	LICENSE PLATE RENEWAL SQUAD 50
-	Check Date	2/8/2007	Check Nbr	011361		Check Total:	55.00	_
18370 RIESTERER & SCHNELL II	NC	476013	31731	54	10-149-383		14.99	OIL FILTER
-	Check Date	2/8/2007	Check Nbr	011362		Check Total:	14.99	_
19235 SCHULER & ASSOCIATES	INC	07-3512-01	31485	56	03-202-212		,	SERVICES RENDERED SOUTHFIELD
	Check Date	2/8/2007	Check Nbr	011363		Check Total:	1,212.50	
19465 SPEEDY CLEAN INC		7339	31201	54	10-301-212			ROOT CUT ON BROAD ST -
	Check Date	2/8/2007	Check Nbr	011364		Check Total:	1,665.00	

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19647 STATE BAR OF WISCONSIN	27794	31100	52	08-101-322		46.58	JUVENILE LAW HANDBOOK
Check D	oate 2/8/200	7 Check Nbr	011365		Check Total:	46.58	_
19775 SUPERIOR CHEMICAL CORP	10990	31731	54	10-149-300		112.25	SOLVENT DEGREASER
	10980	31100	13	04-106-000		384.90	CLEANING SOLUTIONS
Check D	oate 2/8/200	7 Check Nbr	011366		Check Total:	497.15	_
20075 TEL/COM	10060	0880 31100	51	04-109-221		7.95	IS
	10060		51	10-115-221		7.95	ROEMER
	10060	0880 31100	55	06-101-221		7.95	POWELL
	10060	31100	55	07-202-221		-19.35	PARKS
Check E	oate 2/8/200	77 Check Nbr	011367		Check Total:	4.50	_
21150 UNIVERSITY OF WISCONSIN	02010	7 31100	53	09-102-320		20.00	HEALTH INFANT/CHILD ALLIANCE
Check D	oate 2/8/200	7 Check Nbr	011368		Check Total:	20.00	_
21227 US OIL CO INC	L3002	27 31731	54	10-149-242		24.00	SAMPLES
Check D	oate 2/8/200	7 Check Nbr	011369		Check Total:	24.00	_
21280 USCM PAYROLL PROCESSING	02080	07 31100	21	04-419-000		992.50	DEFERRED COMP
Check D	oate 2/8/200		011370		Check Total:	992.50	_
22045 VALLEY CAMERA	21646	31100	52	08-101-300		4 00	PROCESSING
	21786		52	08-101-300			PROC/BATTERY/CARDS
Check D	2/2/22		011371		Check Total:	172.47	
22430 VISION INSURANCE PLAN OF AME	RI 44469	31100	21	04-619-005		1 113 10	EMPLOYEES
22430 VISION INSURANCE FLAN OF AME	44469		21	04-619-005		,	CREDIT
Check D	2/2/22		011372		Check Total:	1,107.10	

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23015 WAHI		020207	31100	52	08-101-337		780.00	HOMOCIDE CONFERENCE
_	Check Date	2/8/2007	Check Nbr	011373		Check Total:	780.00	_
23023 WAI		020607	31100	52	08-101-320		120.00	2007 RENEWALS
_	Check Date	2/8/2007	Check Nbr	011374		Check Total:	120.00	_
23130 WAVERLY SANITARY DISTF	RICT	012907	31100	55	07-202-225		52.78	BARKER FARM PAVILION
		010806	31100	21	04-307-000		9,249.18	TAX COLLECTION PAYMENTS
_	Check Date	2/8/2007	Check Nbr	011375		Check Total:	9,301.96	_
23152 WE ENERGIES		012807	04400	55	07-202-223		8 63	NORTH STREET
23192 WE ENERGIES		012807	31100 31100	55 55	07-202-223			NORTH STREET
_	Check Date	2/8/2007	Check Nbr	011376		Check Total:	17.26	_
	Oncok Bato							
23172 ERNIE WESTPHAL		020707	31201	54	10-301-212		675.00	REIMBURSE SUMP PUMP/PIT
_	Check Date	2/8/2007	Check Nbr	011377		Check Total:	675.00	_
23215 WIL-KIL PEST CONTROL		1063118	31100	55	07-202-240		100.00	MEMORIAL BLDG
_	Check Date	2/8/2007	Check Nbr	011378		Check Total:	100.00	_
23250 WINNEBAGO COUNTY CLEI	RK OF COUR	020607	31100	21	04-229-000		1 000 00	BOND/D DAVIS
20200 111111257100 0001111 0221		020607	31100	21	04-229-000		,	BOND/R OWENS
_	Check Date	2/8/2007	Check Nbr	011379		Check Total:	1,500.00	_
				04	04 000 000		10.01	CHARTER 70 444 AID PROCESS
23275 WINNEBAGO COUNTY TREA	ASURER	020607	31100	21 21	04-229-000 04-301-000			CHAPTER 70.114 AID PROGRAM TAX COLLECTION PMT-COUNTY
		010807 010807	31100 31100	21	04-301-000		•	TAX COLLECTION PMT-COUNTY TAX COLLECTION PMT-STATE
_	Chask Data	2/8/2007	Check Nbr	011380		Check Total:	1,001,598.62	_
	Check Date		CHOCK HOI	5.1000		3	, ,	

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
23371 WISCONSIN DEPARTMEN	T OF JUSTIC	L7101T	31100	52	08-101-216		55.00	NAME SEARCHES
•	Check Date	2/8/2007	Check Nbr	011381		Check Total:	55.00	_
23455 WISCONSIN SUPPORT CO	OLLECTIONS	020807	31100	21	04-299-015		436.31	CHILD SUPPORT
		020807	31100	21	04-299-016		138.40	SPOUSAL SUPPORT
•	Check Date	2/8/2007	Check Nbr	011382		Check Total:	574.71	_
23555 WPPI BENEFIT PLAN TRU	ST	2230	31100	21	04-619-003			TERMINATION CHARGES
	Check Date	2/8/2007	Check Nbr	011383		Check Total:	127,175.00	_

Grand Total:

3,539,633.93

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
01054 ACCENT FLORAL & GIFTS LLC	6560/6561	31100	55	04-221-316		100.00	SYMPATHY DALE/WOODY WEBER
Check Date	2/15/2007	Check Nbr	011384		Check Total:	100.00	_
01075 ACCURATE SUSPENSION WAREHOUSE	7000840	31731	54	10-149-300		32.84	SHOP SUPPLIES
Check Date	2/15/2007	Check Nbr	011385		Check Total:	32.84	_
01315 AIRGAS NORTH CENTRAL	105263146	31100	51	10-115-201		146.10	ANNUAL MAINTENANCE/CITY HALL
	105266260	31100	53	09-102-240		67.95	MAINTENANCE/HEALTH
Check Date	2/15/2007	Check Nbr	011386		Check Total:	214.05	_
01450 ALLIED GLOVE & SAFETY PRODUCTS	1/666100	31731	54	10-149-300		178 16	GLOVES
Check Date	2/15/2007	Check Nbr	011387	10 110 000	Check Total:	178.16	_
01675 AMT	021507	31100	21	04-299-022			WAGE ASSIGNMENT/M HOPFENSPERGR
Check Date	2/15/2007	Check Nbr	011388		Check Total:	150.00	
01745 APPLETON HYDRAULIC COMPONENTS	13983	31731	54	10-149-294		2,007.31	CYLINDER REPAIR
Check Date	2/15/2007	Check Nbr	011389		Check Total:	2,007.31	_
01860 ASSOC OF S.W.A.T. PERSONNEL-WI	021407	31100	52	08-101-320		300.00	MEMBERSHIP RENEWAL/24 OFFICERS
Check Date	2/15/2007	Check Nbr	011390		Check Total:	300.00	_
02260 BAYCOM INC	109958	31100	52	08-101-295		46.35	REPAIR ANTENNA
	170881	31100	52	08-101-295		188.72	FLASHER/HEADLIGHT/IMPALA
Check Date	2/15/2007	Check Nbr	011391		Check Total:	235.07	_
02335 BECK ELECTRIC INC	D07	31100	55	07-202-240		19.21	FLAG POLE LIGHT BULB
Check Date	2/15/2007	Check Nbr	011392		Check Total:	19.21	_

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endor ID / Name		Invoice Nbr	CpnylD	Acct	Subaccount		Amount	Invoice Description
					40.440.000		40.74	OTTOO!
2410 BERGSTROM NEENAH-ME -	NASHA FORD		31731	54	10-149-383			STOCK -
	Check Date	2/15/2007	Check Nbr	011393		Check Total:	18.71	
2565 BOARDMAN LAW FIRM		159472	31100	51	02-103-211		234.14	CABLE FRANCHISE RENEWAL
-	Check Date	2/15/2007	Check Nbr	011394		Check Total:	234.14	_
2796 BUBRICK'S		6819	31100	52	08-101-310		206.85	OFFICE SUPPLIES
- TOO BOBINON O	Check Date	2/15/2007	Check Nbr	011395	00 101 010	Check Total:	206.85	_
3205 CASPERS TRUCK EQUIPM -		25940 2/15/2007	31731 Check Nbr	011396	10-149-383	Check Total:	1,222.00 1,222.00	TARP ASSEMBLY
	Check Date	2/15/2007	Check NDr	011396		Check Total:	1,222.00	
3490 CLEAR WATER CAR WASH	н	1640	31100	52	08-101-295		6.07	SQUAD CAR WASHES
_	Check Date	2/15/2007	Check Nbr	011398		Check Total:	6.07	_
3585 COMMUNITY HOUSING CO	ORDINATOR	79	31261	56	03-207-216		5,000.00	CONTRACTED SERVICES CDBG/HOME
-	Check Date	2/15/2007	Check Nbr	011399		Check Total:	5,000.00	_
737 COVER-ALL		400	04400	54	10-124-822		62 271 50	MERIDIAN SALT BUILDING
737 GOVER-ALL	Check Date	483 2/15/2007	31482 Check Nbr	011400	10-124-022	Check Total:	63,371.50	
320 DOCK BOXES UNLIMITED		802043	31100	55	07-202-300			PARIS LAUNCH BOAT BUMPERS
	Check Date	2/15/2007	Check Nbr	011401		Check Total:	314.70	
1415 JEFF DUBINSKI		020607	31100	52	08-101-295		100.00	INSTALL NOKIA HF KIT/CAR 23
_	Check Date	2/15/2007	Check Nbr	011402		Check Total:	100.00	_
		0000417.01		5 0	00.404.004		4.405.00	DVP WEWER
5200 ENTERPRISE SYSTEMS GI	KUUP	S026445-IN	31100	52	08-101-821		1,185.00	DVR VIEWER

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06225 FIRST SUPPLY LLC 6668903-00 31100 52 08-101-240 17.19 BRASS PLUG Check Date 2/15/2007 Check Nbr 011404 Check Total: 17.19 07045 DEBBIE GALEAZZI 020907 31100 51 02-104-336 32.50 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-336 32.00 MILEAGE/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD 5869420200019 31100 52 08-101-315 124.99 TACTICAL MIRROR	or ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
Check Date 2/15/2007 Check Nbr 011404 Check Total: 17.19 07045 DEBBIE GALEAZZI 020907 31100 51 02-104-336 32.50 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-336 32.00 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-338 17.26 MEALS/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD									
07045 DEBBIE GALEAZZI 020907 31100 51 02-104-336 32.50 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-336 32.00 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-338 17.26 MEALS/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD	5 FIRST SUPPLY LLC		6668903-00	31100	52	08-101-240		17.19	BRASS PLUG
020907 31100 51 02-117-336 32.00 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-338 17.26 MEALS/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD	_	Check Date	2/15/2007	Check Nbr	011404		Check Total:	17.19	=
020907 31100 51 02-117-336 32.00 MILEAGE/SVRS TRAINING/OSHKOSH 020907 31100 51 02-117-338 17.26 MEALS/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD						00.404.000		20.52	AND EACH OF THE TRANSPORT OF THE TRANSPO
020907 31100 51 02-117-338 17.26 MEALS/SVRS TRAINING/OSHKOSH Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD	5 DEBBIE GALEAZZI								
Check Date 2/15/2007 Check Nbr 011405 Check Total: 81.76 07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD									
07055 GALL'S INC 5864034300016 31100 52 08-101-295 31.00 CASE FOR SQUAD	_					02-117-338			
		Check Date	2/15/2007	Check Nbr	011405		Check Total:	81.76	
5869420200019 31100 52 08-101-315 124.99 TACTICAL MIRROR	5 GALL'S INC		586403430001	16 31100	52	08-101-295		31.00	CASE FOR SQUAD
			586942020001		52	08-101-315		124.99	TACTICAL MIRROR
5869420200027 31100 52 08-101-315 184.99 PORTABLE MIRROR			586942020002	27 31100	52	08-101-315		184.99	PORTABLE MIRROR
5869420200035 31100 52 08-101-315 89.97 FLASHLIGHT			586942020003	31100	52	08-101-315		89.97	FLASHLIGHT
Check Date 2/15/2007 Check Nbr 011406 Check Total: 430.95	-	Check Date	2/15/2007	Check Nbr	011406		Check Total:	430.95	_
07580 GUNDERSON UNIFORM & LINEN RENT 1185981 31100 51 10-115-201 25.74 MAT/MOP/BRUSH SERVICE	0 GUNDERSON UNIFORM &	LINEN RENT	1185981	31100					
1185981 31100 53 09-212-313 3.19 MAT/MOP/BRUSH SERVICE			1185981	31100					
1185981 31100 55 07-202-313 3.19 MAT/MOP/BRUSH SERVICE			1185981	31100					
1185980 31100 52 08-101-313 36.92 TOWEL/MOP/MAT SERVICE	_			31100	52	08-101-313			
Check Date 2/15/2007 Check Nbr 011407 Check Total: 69.04		Check Date	2/15/2007	Check Nbr	011407		Check Total:	69.04	
07585 GUNTA & REAK SC 4018 31100 51 02-105-211 94.75 SERVICES RENDERED	5 GUNTA & REAK SC		4018	31100	51	02-105-211		94.75	SERVICES RENDERED
Check Date 2/15/2007 Check Nbr 011408 Check Total: 94.75	-	Check Date			011408		Check Total:	94.75	_
09130 CINDY INGALLS 021307 31201 54 10-301-212 675.00 REIMBURSE SUMP PUMP/PIT	0 CINDY INGALLS		021307	31201	54	10-301-212			_
Check Date 2/15/2007 Check Nbr 011409 Check Total: 675.00		Check Date	2/15/2007	Check Nbr	011409		Check Total:	675.00	
10030 J&J ELECTRONICS OF APPLETON IN 700058 31731 54 10-149-241 99.65 FIX VCR BREAK ROOM	0 J&J ELECTRONICS OF AP	PLETON IN	700058	31731	54	10-149-241		99.65	FIX VCR BREAK ROOM
Check Date 2/15/2007 Check Nbr 011410 Check Total: 99.65	_						Check Total:		

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Vendor ID / Name Invoice Nbr CpnyID Acct Subaccount **Amount Invoice Description** 54 10-149-383 10.02 STOCK/LIGHT LENS 10335 JX ENTERPRISES INC D270260161 31731 D270300078 54 10-149-383 31.45 STOCK/TURN SIGNAL LAMP/GASKET 31731 54 10-149-383 13.56 LUBEFILT 3270300053 31731 3270300053 54 10-149-383 -13.56 ENTERED WRONG VENDOR 31731 41.47 2/15/2007 011411 Check Total: Check Nbr **Check Date** 54 10-307-216 1,569.00 CORRUGATE/CO-MINGLE/CONTAINER 11165 KJ WASTE SYSTEMS INC 020107 31266 1,569.00 2/15/2007 011412 Check Total: Check Nbr **Check Date** 13095 MARSHALL & ILSLEY TRUST CO 021507 21 04-415-000 1.703.35 FLEX SPEND MEDICAL 31100 21 04-417-000 173.08 FLEX SPEND DEPENDENT CARE 021507 31100 21 021507 31100 04-619-003 187.50 FLEX SPEND 1035B REIMBURSE 2,063.93 Check Total: 2/15/2007 Check Nbr 011413 Check Date 51 244.00 MONTHLY FEE 02-105-216 13097 MARSHALL & ILSLEY TRUST-MILW 5101652 31100 244.00 2/15/2007 Check Total: **Check Date** Check Nbr 011414 13120 MARTENSON & EISELE INC 41021 54 10-134-212 644.25 STORM WATER UTILITY 31100 644.25 Check Total: 2/15/2007 Check Nbr 011415 **Check Date** 13149 MATTHEWS COMMERCIAL TIRE CTR 018923 54 10-149-382 392.08 TRUCK SERVICE 31731 392.08 2/15/2007 Check Nbr 011416 Check Total:

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13360 MENASHA ELECTRIC & WATER UTILI	002603	31201	54	10-302-250		19,781.69	DECEMBER SEWER CHARGE
	002605	31100	54	10-131-216		140.46	DEC 15TH TRAFFIC LIGHT REPAIR
	012407	31731	54	10-149-223		11.03	CITY GARAGE SALT SHED
	2006	31100	54	10-143-223		11,808.79	AUG-SEPT 2006 STREET LIGHTING
	021307	31100	12	04-399-000		17.12	
	021307	31100	51	04-109-214		763.00	
	021307	31100	51	10-115-223		1,308.72	
	021307	31100	51	10-115-225		230.81	
	021307	31100	53	09-102-214		112.50	
	021307	31100	53	09-102-223		117.93	
	021307	31100	53	09-102-225		48.97	
	021307	31100	53	09-212-223		304.01	
	021307	31100	53	09-212-225		64.93	
	021307	31100	54	10-131-223		317.46	
	021307	31201	54	10-301-223		25.53	
	021307	31100	55	04-221-223		8.48	
	021307	31100	55	07-202-223		669.17	
	021307	31100	55	07-202-225		171.56	
	021307	31207	55	07-205-223		297.01	
	021307	31207	55	07-205-225		16.54	
	021307	31100	55	10-215-223		82.01	
	021307	31456	56	03-501-223		37.20	
Check Date	2/15/2007	Check Nbr	011417		Check Total:	36,334.92	
42270 MENACUA EMPLOVECO OPERIT UNION	004507	04405	21	04-299-020		22 245 00	DEDUCTIONS
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	U 4 -299-020		22,345.00 22,345.00	DEDUCTIONS —
Check Date	2/15/2007	Check Nbr	011418		Check Total:	22,345.00	
13375 MENASHA EMPLOYEES LOCAL 1035	021507	31100	21	04-299-031		200.00	UNION DUES
Check Date	2/15/2007	Check Nbr	011419		Check Total:	200.00	-

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13377 MENASHA EMPLOYEES	LOCAL 1035B	021507	31100	21	04-299-032		249.16 UNION DUES
	Check Date	2/15/2007	Check Nbr	011420		Check Total:	249.16
13440 CITY OF MENASHA PUBI	LIC LIBRAR	021207	31100	55	06-101-310		14.53 PETTY CASH
		021207	31100	55	06-101-311		51.81 PETTY CASH
		021207	31100	55	06-101-313		6.98 PETTY CASH
		021207	31100	55	06-101-316		8.15 PETTY CASH
		021207	31100	55	06-101-338		5.99 PETTY CASH
	Check Date	2/15/2007	Check Nbr	011421		Check Total:	87.46
40.455 OLTV OF MENAGUA CENTA	OD OENTED	004407	04400	21	04-289-000		34.23 CRAFT CLASS SUPPLIES
13455 CITY OF MENASHA SENI	OR CENTER	021407	31100	21 53	09-212-300		4.94 CORKBOARD
		021407 021407	31827	53	09-212-300		9.45 BIRTHDAY GIFT SUPPLIES
		021407	31827 31827	53	09-212-300		2.76 DOOR PRIZES
		021407	31827	53	09-212-300		3.50 DOOR PRIZES
		2/15/2007	Check Nbr	011422	00 212 000	Check Total:	54.88
	Check Date	2/13/2007	Clieck NDI	011422		Check Total.	
13745 JAMES MORGAN		021307	31201	54	10-301-212		675.00 REIMBURSE SUMP PUMP/PIT
	Check Date	2/15/2007	Check Nbr	011423		Check Total:	675.00
14010 N&M AUTO SUPPLY		157657	31731	54	10-149-383		54.94 STOCK/SOLENOID/BULB
		157554	31731	54	10-149-383		6.06 THERMOST/SEAL
		157839	31731	54	10-149-300		2.49 SINGLE FLINTS
		157852	31731	54	10-149-300		7.47 WLD PACK OF 5 FLINTS
		157712	31731	54	10-149-300		50.28 SUPPLIES/COUPLER/ADAPTER
		157859	31731	54	10-149-300		5.98 WLD 3 FLINT RENEWAL
	Check Date	2/15/2007	Check Nbr	011424		Check Total:	127.22
				54	04 400 004		FAF OR AND VOLUCIUEDO
14312 NEW ERA GRAPHICS		20202	31100	51	04-106-291		545.88 A/P VOUCHERS
	Check Date	2/15/2007	Check Nbr	011425		Check Total:	545.88

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14385 NOFFKE LUMBER INC		070120801791	31100	51	10-115-240		43.74	CITY HALL OFFICE/PATRICK/LUMBR
	Check Date	2/15/2007	Check Nbr	011426		Check Total:	43.74	-
14395 NORTH AMERICAN SALT	со	70017939	31100	54	10-124-300		4,545.67	COARSE SALT
	Check Date	2/15/2007	Check Nbr	011427		Check Total:	4,545.67	_
15080 OFFICEMAX CONTRACT	NC	136364	31100	53	09-102-310		77.24	OFFICE SUPPLIES
		136364	31100	53	09-118-310		12.18	OFFICE SUPPLIES
		136364	31100	55	07-202-313		18.19	OFFICE SUPPLIES
	Check Date	2/15/2007	Check Nbr	011428		Check Total:	107.61	_

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03405 ONE COMMUNICATIONS		021307	31100	12	04-399-000		26.04	INSPECTION
		021307	31207	12	04-399-000		17.60	MARINA
		021307	31100	51	01-102-221		48.18	MAYOR
		021307	31100	51	02-103-221		35.80	ATTORNEY
		021307	31100	51	02-104-221		35.84	CLERK
		021307	31100	51	02-105-221		53.40	PERSONNEL
		021307	31100	51	04-106-221		76.40	FINANCE
		021307	31100	51	04-107-221		43.32	ASSESSOR
		021307	31100	51	04-109-221		278.92	IS
		021307	31100	51	10-115-221		418.85	CITY HALL
		021307	31100	52	05-701-221		154.38	EOC
		021307	31100	52	08-101-221		445.35	POLICE
		021307	31100	53	09-102-221		80.34	HEALTH
		021307	31100	53	09-212-221		62.01	SENIOR CENTER
		021307	31100	54	10-111-221		87.32	PUB WORKS
		021307	31100	54	10-131-221		12.68	SIGN SHOP
		021307	31731	54	10-149-221		127.11	GARAGE
		021307	31100	55	06-101-221		240.16	LIBRARY
		021307	31100	55	07-201-221		46.60	RECREATION
		021307	31100	55	07-202-221		83.86	PARKS
		021307	31100	55	07-203-221		33.75	SWIM POOL
		021307	31100	55	10-215-221		28.04	BRIDGES
		021307	31100	56	03-202-221		27.08	COM DEV
_	Check Date	2/15/2007	Check Nbr	011397		Check Total:	2,463.03	_
					10.110.555		,=	OUDDI ITO
16025 PACKER CITY INTERNATIO —	NAL	3270170063	31731	54	10-149-383			SUPPLIES —
	Check Date	2/15/2007	Check Nbr	011429		Check Total:	170.49	
16095 PARTS ASSOCIATES INC		PAI0612946	31731	54	10-149-300		304.99	SUPPLIES/SCREWS/CLIPS/CLAMPS
_	Check Date	2/15/2007	Check Nbr	011430		Check Total:	304.99	_

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16465 POSTAL ANNEX		107083	31100	52	08-101-311		6.66 POLICE
		107235	31100	54	10-304-300		40.65 LAMINATE GARBAGE MAPS
		107408	31100	52	08-101-311		7.37 POLICE
		107507	31100	54	10-304-300		23.75 LAMINATING
	Check Date	2/15/2007	Check Nbr	011431		Check Total:	78.43
18160 REDI-WELDING CO		13455	31731	54	10-149-300		151.96 12 GALLONS/PROCESSING
	Check Date	2/15/2007	Check Nbr	011432		Check Total:	151.96
				F.4	40,440,000		404.04 WIDED MOTOR
18200 REINDERS INC		1143528-00	31731	54	10-149-383		104.91 WIPER MOTOR
	Check Date	2/15/2007	Check Nbr	011433		Check Total:	104.91
18520 RW MANAGEMENT GROU	JP INC	107-229	31100	51	02-103-216		1,500.00 JANUARY SAFETY COORDINATION
	Check Date	2/15/2007	Check Nbr	011434		Check Total:	1,500.00
19185 SCHMIDT ENGINEERING	& EQUIPMEN	124309	31100	54	10-124-300		1,801.18 STOCK
		124276	31100	54	10-124-300		853.72 PAD
	Check Date	2/15/2007	Check Nbr	011435		Check Total:	2,654.90
19327 SERVICEMASTER BUILD	ING MTNCF	114885	31100	52	08-101-201		1.395.00 CONTRACT JANITORIAL SERVICE
TOOLY GERVIOLINAGIER BOILD	Check Date	2/15/2007	Check Nbr	011437		Check Total:	1,395.00
19311 KRISTIN SEWALL		020907	31100	51	02-117-338		17.35 SVRS TRAINING/MEALS
	Check Date	2/15/2007	Check Nbr	011436		Check Total:	17.35
19356 SHERWIN-WILLIAMS CO		7569-6	31100	55	07-202-300		149.55 PAINT
	Check Date	2/15/2007	Check Nbr	011438		Check Total:	149.55
19380 SHOPKO STORES INC		51140	31100	55	07-201-300		29.93 STORAGE BOXES
	Check Date	2/15/2007	Check Nbr	011439		Check Total:	29.93

Date: Thursday, February 15, 2007

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Company: 31100

Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
19635 ROBERT STANKE		013107	31100	52	08-101-315		52.49	WIRELESS CARD FOR LAPTOP
	Check Date	2/15/2007	Check Nbr	011440		Check Total:	52.49	_
20145 THEDACARE		9661585	31100	52	08-101-215		110.40	VENIPUNCTURE
	Check Date	2/15/2007	Check Nbr	011441		Check Total:	110.40	_
20315 TRADER PLUMBING		30717	21721	54	10-149-240		311.81	SIGN SHOP WATER HEATER
20010 INADER FLUMBING	Check Date	2/15/2007	31731 Check Nbr	011442	10-140-240	Check Total:	311.81	
20317 TRADER PLUMBING &		020907	31263	56	03-207-701			CDBG REHAB PROGRAM
	Check Date	2/15/2007	Check Nbr	011443		Check Total:	2,460.00	
21095 UNITED WAY FOX CITIES		021507	31100	21	04-299-021		99.50	CONTRIBUTIONS
	Check Date	2/15/2007	Check Nbr	011444		Check Total:	99.50	_
21226 US OIL CO INC		486181	31100	13	04-103-000		3.50	FEDERAL LUST TAX
		486187	31100	13	04-103-000		2.94	FEDERAL LUST TAX
	Check Date	2/15/2007	Check Nbr	011445		Check Total:	6.44	_
21280 USCM PAYROLL PROCES	SSING	021507	31100	21	04-419-000		8 427 28	DEFERRED COMP
21200 000m1	Check Date	2/15/2007	Check Nbr	011446		Check Total:	8,427.28	
22410 VINTON CONSTRUCTION		2006-06(5)	31208	21	04-205-000		14,044.71	RIVER ST RELOCATION
		2006-06(5)	31208	54	10-121-822		-15,202.14	RIVER ST RELOCATION
		2006-06(5)	31208	54	10-133-822		25,821.60	RIVER ST RELOCATION
		2006-06(5)	31208	54	10-134-822		-1,645.00	RIVER ST RELOCATION
	Check Date	2/15/2007	Check Nbr	011447		Check Total:	23,019.17	_

Thursday, February 15, 2007 Date:

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Check Register - w/Alternate Description

ndor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
085 WATER CARE SERVICES		12491	31100	51	10-115-201		17.85 FEB RENT COOLER
		12491	31731	54	10-149-313		5.95 FEB RENT COOLER
-	Check Date	2/15/2007	Check Nbr	011448		Check Total:	23.80
125 WAVERLY BEACH SHELL		2910	31100	52	08-101-295		50.00 CAR WASHES
		7938	31100	52	08-101-295		85.00 CAR WASHES
-	Check Date	2/15/2007	Check Nbr	011449		Check Total:	135.00
130 WAVERLY SANITARY DIS	TRICT	020707	31485	54	10-111-212		1,008.00 NATURE'S WAY ENGINEERING SERVC
		020707	31485	54	10-111-212		861.25 NATURE'S WAY ENGINEERING SERV
		020707	31485	54	10-111-212		807.00 PROVINCE TERRACE/ENGINEERING
		41058	31485	54	10-111-212		210.75 NATURE'S WAY PLAN REVIEW
		41057	31485	54	10-111-212		174.50 PROVINCE TERRACE ENG SERVICES
		41059	31485	54	10-111-212		174.50 NATURE'S WAY PLAN REVIEW
-	Check Date	2/15/2007	Check Nbr	011450		Check Total:	3,236.00
35 WAYNE ENGINEERING CO)RP	57276	31731	54	10-149-383		1,017.17 SUPPLIES
100 WATRE ENGINEERING CO	araf	57327	31731	54	10-149-383		328.54 PLATE
-	Check Date	2/15/2007	Check Nbr	011451		Check Total:	1,345.71
	ondon Date						
152 WE ENERGIES		012807	31100	55	07-202-224		171.85 999 BRIGHTON DR
		020507	31100	53	09-102-224		402.22 226 MAIN STREET
			31100	55	07-202-224		269.73 2170 PLANK ROAD
•	Check Date	2/15/2007	Check Nbr	011452		Check Total:	843.80
215 WIL-KIL PEST CONTROL		1057627	31731	54	10-149-207		62.00 COMMERCIAL CONTRACT
		1063119	31100	55	07-202-240		50.00 COMMERCIAL SPECIAL
-	Check Date	2/15/2007	Check Nbr	011453		Check Total:	112.00

Thursday, February 15, 2007 Date:

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31100

Check Register - w/Alternate Description

Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
23275 WINNEBAGO COUNTY TRI	EASURER	LF111469	31100	54	10-304-250		6,979.18	LANDFILL FACILITY
		LF111469	31100	54	10-305-216		2,748.16	LANDFILL FACILITY
		LF111469	31266	54	10-307-216		2,121.00	LANDFILL FACILITY
-	Check Date	2/15/2007	Check Nbr	011454		Check Total:	11,848.34	_
23371 WISCONSIN DEPARTMENT	F OF JUSTIC	13094	31100	52	08-101-221		547.50	TIME SYSTEM QUARTERLY CHARGE
-	Check Date	2/15/2007	Check Nbr	011455		Check Total:	547.50	_
23450 WISCONSIN STATE LAB O	F HYGIENE	3505939	31100	52	05-201-240		19.50	ASBESTOS BULK PLM PRIORI
		3505939	31100	52	08-101-240		19.50	ASBESTOS BULK PLM PRIOR
-	Check Date	2/15/2007	Check Nbr	011456		Check Total:	39.00	_
23455 WISCONSIN SUPPORT CO	LLECTIONS	021507	31100	21	04-299-015		2,851.95	CHILD SUPPORT
		021507	31100	21	04-299-016		138.40	SPOUSAL SUPPORT
-	Check Date	2/15/2007	Check Nbr	011457		Check Total:	2,990.35	_

Grand Total:

211,264.35

RIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION	Spage's Permit Number. Pederal Employer Identification	
ibmit to municipal clerk.	No entraine (Fig. 1961)	
omit to mullicipal data.	LICENSE REQUEST	EDF
the license period beginning; ending 3020;	TYPE	FEE
anding	Ciass A beer	\$
Town of A AA	Class B beer	3
THE GOVERNING BODY of the: Village of Merasha	Wholesale beer	\$
© City of J	Class C wine	8
(A) Airb	Class A liquor	\$
unty of Winne Bago Aldermanic Dist. No. (If required by ordinance)	Class B liquor	\$
	Reserve Class B liquor	\$
	Publication fee	\$50,
CORPORATION/NONPROFIT ORGANIZATION	TOTAL FEE	\$
hereby makes application for the alcohol beverage license(s) checked above. Name (individual/partners give last name, first, middle; corporations/timited flability companies give regi	and the second of the second o	
An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application partnership, and by each officer, director and agent of a corporation or nonprofit organization, as liability company. List the name, size, and place of residence of each person.	by each individual applicant, by od by each member/manager and	each member of a
President/Member		
Visa Provident/Member		
Secretary/Member		
Transurer/Member		
Agent b		
Directors/Managers	Phone Number 920-6	,21-197
3. Trade Name > The Vault Business	none Number	2 = 40
3. Trade Name P 175 Nain St Post Office	a Zip Code D Lie Down	X2, -3:17
a complete to proper to the recipient of	ongible beverage server	
		☐ Yes 🔀 No
A CONTROL OF THE PROPERTY OF T		
	CH (182 DO38 C22; **********************************	Tites (29) Min
a (a) Compared limited lightifus economy monitorate only: insert state and 0.0	E UI /EYSUBIIVII.	
(b) to engineer corporation/finited fishility combany a subsidiary of any other corporation or single at	Distry Company:	T LES NOT UN
(a) Proce the corporation of any officer director, stockholder or agent of striked kability company, or	ny memberakanaya u	
agent hold any interest in any other alcohol beverage license or permit in Wisconsin?		Yes 🔀 No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 a	na 8 apove.)	
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and store	d. The applicant must include	
all rooms including living quarters, if used, for the sales, service, and/or savage of accord beverages	and records. (Alcohol Deverages	
reavine cold and stored only on the premises described.)		
10. Legal description (orm) if street address is given above): See above		X Yes No
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year		
(b) If yos, under what name was license issued? Jacks or Bet		
An an an analysis of the strength of the stren		
before beginning business? (phone 1-800-037-8864)	a name se that chawn in	- Mar
13. Does the applicant understand a Wisconsin Settler's Permit must be applied for and issued in the sam	E ROME CO CIO, STOWN III:	X Yes 🗀 No
Section 2, above? (phone (608) 266-2778)		Yes K N
14. Is the applicant indebted to any wholesaler beyond 15 days for beer of 30 days for liquor?		
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above que	seens has been truthfully enswered to t	he best of the knowled
TABLE SIGN OF STREET AND ADDRESS OF THE PROPERTY OF THE PARTY OF THE P	AL OF USE BUCKLISE 131. A COMMENT SERVING	DC 02325 LAG 4 STORY
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disease the transfer of the care inclined as a because of the	ledistractions and arounds for rainer the	Little Little about on metrons.
only partion Se Illensed premises during inspection will be deemed a refusal to permit inspection. Such ratusal is a m	isdespennor and grounds for revocation	Little Late Labore on metrons
and pacifor size illensed premises during inspection will be deemed a refusal to permit inspection. Such talusal is a	isdepresmor and grounds for revocation	Little Little about on metrons.
subscribed and sworn To Before ME and The subscribed and the subscri	Ini On	n of this licente
SUBSCRIBED AND SWORN TO BEFORE ME obs. 12 0 7 contex of Upday of 100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Minimum Manage of Limited Jacobs Cent	n of this lecence
SUBSCRIBED AND SWORN TO BEFORE ME one day of to be used to be use	Ini On	n of this licence
SUBSCRIBED AND SWORN TO BEFORE ME This is a day of the company Publics (Officer of Corporato)	When the Mercago of Limited Liebstry Con	not this license
SUBSCRIBED AND SWORN TO BEFORE ME this is a day of the properties of Corporate of	Minimum Manage of Limited Jacobs Cent	not this license money Patriathernal
SUBSCRIBED AND SWORN TO BEFORE ME the Telescopy of the Companies of the C	Wember/Manager of Limited Liebility Com	not this license money Patriathernal
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SUBSCRIBED AND SWORN TO BEFORE ME THE COMPLETED BY CLERK Date respected and Taria	Wember/Manager of Limited Liebility Com	n of this license, meany Patriathrania
SUBSCRIBED AND SWORN TO BEFORE ME of The Company of Temperal Company of Comp	Alternative and of Limited Lieutely Controlled Manager of	not this license money Patriathernal

ATMATMOORA ISLATUL

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clark.

NOTVIOUAL'S FULL NAME (Please Print) (Last Harry	(First Name)	(Mode Marne)	SOCIAL SECURITY HUNBER
	er Christopher	Daniel	THE RESERVE
HOME ADDRESS (Street Floats)	POST OFFICE		STATE ZPCOOK
HOME PHONE HUMBER	tonwood Dr. Men	asba	PLACE OF BERTH
(930) 621-1976			OshKosh
_		-	
The above named individual provides the f	ollowing information as a person who is (check one):	
Applying for an alcohol beverage licen	ico ac an Individual.	•	
A member of a partnership which is a	making application for an alcohol beverage	e Scense.	
	-		
Which is making application for an alc	O CHAME OF CORPORATION L	ANTED LIABILITY COMPAIN	OR HOMPROFIT ORGANIZATION
THE PRINCIPLE SUPPLICATION FOR SIT BIC	onoi peverape acerse.		
The above named individual provides the	following information to the licensing auth	ority:	
How long have you continuously rock	ded in Wisconsin prior to this date?	44yrs.	
violation of any fadoral lowe any Wice	offenses (other than traffic unrelated to all consin laws, any laws of any other states of	icohol beverages) fo	
(If yes, give law or ordinance violated	i, trial court, trial date and penalty imposed	r ordinances of any Landiocatalo accor	municipality?. Yes [No 📉
of charges pending.) (If more room to	needed, continue on reverse side of this	ioms.)	puor and educa-
- Are charges for any offenses present	lly pending against you (other than traffic a	ioricols of betsiern	beverages) for
(If you, describe status of charges pe	consin laws, any laws of other states or o	rdinances of any mu	nicipality? Yes ∐ No 🔯
4. Do you hold, are you maidno applica	tion for or are you an officer, director or ac		Lane w.E.
	COLUMN COLUMN TO THE STATE OF THE COLUMN COL		
· OTSENIZATION OF MEMber manacorrac	ent of a limited liability company holding a	ruin vi a corporazion r zankhina lor azur al	ter electei
paverage goense or beauty	ent of a Emited Eability company holding a	r moniving for any of	her alcohol
boverage Roense or permit? (If yes, identity.)	ent of a limited liability company holding o	r applying for any of	her alcohol
(If yes, identify.)	ent of a limited liability company holding o	r applying for any of	her alcohol Yes [No [
(If yes, identify.) 5. Do you hold and/or are you an office	ent of a limited liability company holding o	r applying for any ot collearments	her alcohol Yes No 🔯
(if yes, identify.) 5. Do you hold and/or are you an office member/manager/agent of a limited	ent of a limited liability company holding o PANEL LOCATION AND TYPE OF U F, director, stockholder, agent or employe liability company holding or applying for a	r applying for any of celestroner; of any person or col	poration or
5. Do you hold and/or are you an office member/manager/agent of a limited permit or wholesale liquor permit in (If yee, identify.)	ent of a limited liability company holding of the state of Wisconsin?	r applying for any of celestroner; of any person or col	poration or
5. Do you hold and/or are you an office mornber/menager/agent of a firsted permit or wholesale liquor permit in (If yee, identify.) (West or who	ent of a limited liability company holding of the state of the state of the state of Wisconsin?	r applying for any of DEHISPERANT) of any person or cor wholesale beer lice	poration or
5. Do you hold and/or are you an office momber/manager/agent of a limited permit or wholesale liquor permit in (if yee, identify.) 6. Named individual must list in chrono	ent of a limited liability company holding of the state of white two employes liability company holding or applying for a the State of Wisconsin?	r applying for any of DEHISPERANT) of any person or cor wholesale beer lice	poration or nse, brewery Yes \[\] No \[\infty \]
5. Do you hold end/or are you an office member/menager/agent of a firstled permit or wholesale liquor permit in (If yee, identify.) Over or was	ent of a limited liability company holding of the state of the state of the state of Wisconsin?	r applying for any of DEHISPERANT) of any person or cor wholesale beer lice	Prime Yes No S
5. Do you hold and/or are you an office momber/manager/agent of a firsted permit or wholesale liquor permit in (if yee, identify.) 6. Named individual must list in chrono Employer's Home Auto Haus	ent of a limited liability company holding of the state of white company holding or applying for a the State of Wisconsin? **RESALE UCENSES OR PERMITTEE** **Hogical order test two employers. **Employer's Address**	r applying for any of DEHISPERANT) of any person or cor wholesale beer lice	poration or nse, brewery Yes \[\] No \[\infty \]
6. Named individual must list in chrono Employer's Hous Auto Hous Course of Auto Course of Auto Course of Auto Hous Course of Auto Auto Auto Auto Auto Auto	ent of a limited liability company holding of the state of the State of Wisconsin? HERMAL UCENSEZ OR PERMITTEE HOLDING Or Address - 2225 W. Nardale Apr	r applying for any of ositistrement) of any person or on wholesale beer lices (Abbles	Press No S Employed Fress Press To S A VCS
5. Do you hold end/or are you an office member/manager/agent of a tirrited permit or wholesale liquor permit in (if yee, identify.) 6. Named individual must list in chrono Employer's Name Auto Haus The undersigned, being first duty swom.	ent of a limited liability company holding of the state of the State of Wisconsin? LEANE UCENTEE OF PERMITTEE LOGICAL Order last two employers. The State of Wisconsin?	r applying for any of cellseverent) of any person or on wholesale beer lices (Abbles	Press No S Set City And County) Employed To Ig yr
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6. Named individual must list in chrono Employer's Name Auto Haus The undersigned, being first duly swom the applicant has read and made a comundersigned further understands that an penalty of state law, the applicant may be	ent of a limited liability company holding of the state of the State of Wisconsin? LEANE UCENTEE OF PERMITTEE State of Order last two employers. The State of Wisconsin? LEANE UCENTEE OF PERMITTEE State or Called a Management of the State of Wisconsin?	r applying for any of collecteum) of any person or collecteum (Abbles	poration or nee, browery Ser City And County) Resplayed To Press
6. Named individual must list in chrono Employer's Hams Auto Haus Cousing Auto The undersigned, being first duty swom the applicant has read and made a compundersigned further understands that an undersigned further understands that an underst	ent of a limited liability company holding of the state of white two employers. It is state of Wisconsin? I MANALE UCENSEE OR PERMITTEE) Indicated order last two employers. I maybe a Address and cash, deposes and says that he shall the plate a newer to each question, and that the posessions and contrary to Charter 155.	r applying for any of collecteum) of any person or collecteum (Abbles	poration or nee, browery Ser City And County) Resplayed To Press
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6. Do you hold and/or are you an office momber/menager/agent of a firsted permit or wholesale liquor permit in (if yee, identify.) 6. Named individual must list in chrono Employer's Hame Auto Haus The undersigned, being first duty sworm the applicant has read and made a comundersigned further understands that an penalty of state law, the applicant may be subscribed and sworm to before me this base of the contract of the con	ent of a limited liability company holding of the state of white two employers. It is state of Wisconsin? I MANALE UCENSEE OR PERMITTEE) Indicated order last two employers. I maybe a Address and cash, deposes and says that he shall the plate a newer to each question, and that the posessions and contrary to Charter 155.	r applying for any of control of any person or control of any person named in a control of any person named in a control of the Wisconein Stants and affidavits in a	poration or nee, browery Ser City And County) Resplayed To Press
6. Do you hold end/or are you an office momber/menager/agent of a fertited permit or wholesale liquor permit in (if yee, identify.) 6. Named individual must list in chrono Employer's Home Auto Haus Cousing automate a communication of state law, the applicant has read and made a communication of state law, the applicant may be subscribed and sworm to before me this day of february.	ent of a limited liability company holding of the state of white two employers. It is state of Wisconsin? I MANALE UCENSEE OR PERMITTEE) Indicated order last two employers. I maybe a Address and cash, deposes and says that he shall the plate a newer to each question, and that the posessions and contrary to Charter 155.	r applying for any of control of any person or control of any person named in a control of any person named in a control of the Wisconein Stants and affidavits in a	The foregoing application; that istance are true and correct. The butes shall be void, and under connection with this application.
6. Named individual must liet in chrono Employer's Name Auto Haus The unitarisgnod, being first duty swom the applicant has read and made a comundersigned further understands that an penalty of state law, the applicant may be subscribed and swom to before me this day of february successions and successions are successions and successions are successions are successions and successions are successions are succes	ent of a limited liability company holding of the state of white two employers. It is state of Wisconsin? I MANALE UCENSEE OR PERMITTEE) Indicated order last two employers. I maybe a Address and cash, deposes and says that he shall the plate a newer to each question, and that the posessions and contrary to Charter 155.	r applying for any of control of any person or control of any person named in a control of any person named in a control of the Wisconein Stants and affidavits in a	The foregoing application; that istance are true and correct. The butes shall be void, and under connection with this application.

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Subrait to municipal clerk,

All corporations/organizations or limited liability companies applying for a license to sell fermented mult beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(a) of the corporation/organization or members/managers of a limited liability company and the reconsumendation made by the proper local official.

	To the governing body of: Town Milago City of Menash County of Winne bago
į	The undersigned duly authorized officer(e)/members/managers of
	fractional and a second
~	a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Vault
,	located at 17.5 Main Street
	appoints Chris Donner
•	2155 Cottonwood Dr. Menasha
;	to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or figuor license for any other location in Wisconsin? Yes No If so, indicate the corporate name(s)/limited liability company(les) and municipality(les).
	Is applicant agent subject to completion of the responsible bevorage server training course? Yes No How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?
•	Place of residence last year Same as above.
	For Individual
	By:
	And:
	(Rignature of OlicophilorshorManager)
	I. Chas Dance
7 STATES	corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.
	(Manufacture of agent) Agent's age Agent's age Agent's age Agent's age Agent's age Agent's agenty
	2155 Cottonwood Or Menasha Date of birth
	APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of filmicipal Official)
•	I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed. Approved on 2/5/07 by 1000 to 1
	AT-104 (P. \$-00) Wisconsin Department of Revenue

TOTAL P.03



City of Menasha • Health Services

Date: February 5, 2007

To: City of Menasha Common Council

From: Todd Drew, R.S. – Sanitarian

City of Menasha Health Department

Re: Liquor License Application Inspection - The Vault 175 Main Street

An inspection was conducted at The Vault located at 175 Main Street, Menasha for a liquor license application.

The health inspection conducted in this establishment included standard sanitation, equipment condition, food safety, plumbing, employee hygiene, toilet and hand washing facilities, insect and rodent control and general condition using Wisconsin Administrative Code and the Wisconsin Food Code (Food Establishment Code) as a basis for inspection procedures.

The inspection conducted at this establishment did not cite any health-related violations which would necessitate a recommendation to hold this liquor license application.

If you should have any questions regarding this information, please do not hesitate to contact me.



City of Menasha • Department of Community Development

To: Debbie Galeazzi

From: Building Inspection Department

Date: 2-9-07

RE: Liquor License Inspection

Address: 175 Main ST

The premise at the above address has been inspected for compliance with State and Local Building Codes and found to be:

COMPLIANT

NON – COMPLIANT
Recommend delaying license approval until all

Violations are corrected.

Respectfully submitted

Dennis Jansen

Dan Coffey

City of Menasha Building Inspector

City of Menasha Building Inspector



Memorandum

TO: Chief Len Vander Wyst

FROM: Al Auxier, Assistant Chief/Fire Marshall

DATE: February 12, 2007

RE: Liquor License Inspection-175 Main St.. The Vault

Neenah-Menasha Fire Rescue, NMFR, did a liquor license inspection of the above-mentioned property on 1/23/07 and found numerous violations. A re-inspection date of 2/12/07 was set.

Upon re-inspection all the violations had been corrected with the exception of one; that being the hood ventilation duct work and hood filters above the cooking equipment needed to be cleaned. Joe Ryals, a representative of the owner, stated that they were not planning on using the kitchen and the owner was only going to open the bar.

Since all the violations, except for the hood venting, were corrected NMFR will grant approval of the liquor license with the condition that the hood venting be cleaned in the event that kitchen would be opened for cooking food. Mr. Ryals did state that they have contracted with a company to clean the hood vent piping but the company was extremely busy and it was on their list to do.

This Lease, made this _	15th_	, day of _	February	, 20_	07 .	by and
between ARENDAL, INC., he	ereinafte	r called "Le	ssor," party	of the first	part,	and
CHRISTOPHER D. DONNER	, hereina	fter called "	'Lessee," pa	rty of the se	econd	l part.

Witnesseth:

That Lessor hereby demises and leases unto Lessee and Lessee hereby takes as tenant 175 Main Street, in the city of Menasha, Wisconsin, to be occupied and used as a bar/lounge/restaurant facility, on the following terms and conditions:

- 1. The term hereof shall begin the 15th, day of February, 2007, and shall end at 5:00 o'clock P.M. on the 14th, day of February, 2008, and thereafter from year to year under the same terms and conditions, provided however, that either party may terminate this lease by giving written notice, sixty (60) days before the end of any term, of its intention to do so.
- 2. As for rent of said premises, Lessee shall pay to Lessor at its office 330 Milwaukee Street, Menasha, WI 54952, as follows: No rent shall be paid until an evaluation of the Lessee's profits and the Lessee's ability to pay rent can be evaluated by Batley, CPA. The lease payments will essentially be deferred for the first six (6) months of this lease then an agreed upon amount will be paid during the last six (6) months of the lease. The Lessee shall be responsible for the increase in utilities as a result of Lessee's use of the building.

LESSOR'S OBLIGATIONS

- 3. It is agreed between Lessor and Lessee that,
 - a. Lessor shall between the first day of October and the thirty-first day of May, provide such heat for the demised premises in the opinion of Lessor to be necessary.
 - b. Lessor shall provide maintenance for public areas including landscape areas.
- 4. If, during the term of this lease, the building is so injured by fire or other casualty, not occurring through Lessee's negligence, that the demised premises are rendered wholly unfit for occupancy, and said demised premises cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and terminate from the date of such injury.
- 5. If, any proceedings arise, Lessee's estate shall be brought into liquidation, or if attachment or execution shall be issued against Lessee, and not be satisfied, released or superseded within thirty (30) days, or if premises be deserted, vacated or closed, then the rent for the entire unexpired term of this lease shall at once become due and payable.
- 6. If any monthly installment of rent or any charge included herein as rent shall remain unpaid thirty (30) days after the date on which the same is due, then all rent for the entire unexpired term of this lease shall at once become due and payable.

- 7. The Rules and Regulations of 175 Main Street, Menasha, as printed on the reverse hereof and such reasonable alterations and modifications thereof and additions thereto as may from time to time be made by Lessor, shall constitute and are hereby made a part of this lease.
- 8. Any notice or demand hereunder shall be sufficiently given or made upon Lessee if addressed to Lessee at the leased premises and deposited in the United States Mail.
- 9. Lessee shall hold Lessor harmless from any loss or damage which Lessee, its agents or employees may sustain by reason of any strike, lockout or other labor disturbance, civil commotion or act of God affecting the Lessor or the demised premises or any tenant herein.

LESSEE'S OBLIGATIONS

- 10. It is agreed between Lessee and Lessor that,
 - a. Lessee shall not make any alterations, additions or improvements to the demised premises without Lessor's prior consent.
 - b. Lessee shall, at the expiration of this lease, return the demised premises to Lessor in good condition, ordinary wear and tear excepted.
 - c. Lessee shall not assign this lease or sublease the demised premises without Lessor's prior written consent.
 - d. Lessee shall hold Lessor harmless for any loss or damage with Lessee, its agents or employees may sustain, a. from theft or burglary in or about the premises, by whomsoever committed, b. from interruptions in any service, from any cause whatsoever, c. from fire, water, rain, snow, steam, sewage, gas or odors, from any source whatsoever, d. from damage or injury not caused by negligence of Lessor.
 - e. Lessee shall provide their own janitorial service for demised premises as they need.
- 11. The covenants, conditions, and agreements contained in this lease shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and subleases as may be permitted hereunder.

Witness the due execution hereof the day a	and year first written above.	
SIGNED AND SEALED IN PRESENCE (of mes ()	Lessor
Haci M. Khoden	By	SEAL
	_By find On	SE AL

RULES AND REGULATIONS

For

175 Main Street, Menasha

- 1. Wherever in these Rules and Regulations the word "Lessee" is used, it shall be taken to apply to and include the Lessee and his clerks, employees and other representatives, visitors, customers, clients, and common carriers, and is to be deemed of such number and gender as the circumstances required. The word "room," or "rooms" is to be taken to include the space covered by Lease. The word "Lessor" shall be taken to include the Lessor's Renting Agent.
- 2. The streets, sidewalks, entrances, halls, passages, and stairways shall not be obstructed by Lessee, or used by him for any other purpose than for ingress and egress.
- 3. Subject to strikes, accidents, need for repairs or improvements and any and all other causes beyond Lessor's reasonable control. Lessor shall furnish a reasonable amount of water, heat whenever necessary between October 1st and May 31st of each year.
- 4. Toilet rooms, water-closets and other water apparatus shall not be used for any purposes other than those for which they were constructed.
- 5. Tenants shall not do anything in the premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, of which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of said premises, which are or may hereafter be enacted or promulgated by any public authority or by the Board of Fire Underwriters.
- 6. In order to insure proper use and care of the premises Lessee shall not be permitted to
 - a. Keep animals or birds on the premises.
 - b. Use premises as sleeping apartments.
 - c. Mark or defile water-closets, toilet rooms, walls, windows, doors or any part of building.
 - d. Interfere with the heating apparatus.
 - e. Leave premises without closing windows, locking doors and extinguishing all lights.
- 7. Lessor reserves the right to make any and all alterations in said building as may be required by Lessee, the expense of such alterations to be paid by Lessee.
- 8. Lessor shall have the right to make such other and further reasonable rules and regulations as in the judgment of the Lessor, may from time to time be needful for the safety. care and cleanliness of the premises and for the preservation of the good order therein.

February 14, 2007

Deborah A. Galeazzi 140 Main Street Menasha, WI 54952

RE: Liquor license – Jack's or Better

Dear Debbie:

It is my understanding that someone has applied for a liquor license for 175 Main Street in the city of Menasha. I had previously applied for and been granted a renewal for my license at 175 Main Street for the licensing year of July 1, 2006 to June 30, 2007. It was issued in the name of Jack's or Better, Michael Kempf, agent. I never paid for the license nor did I operate that business after July 1, 2006.

Please treat this letter as my willingness to surrender that license effective immediately.

If you have any questions, please contact me.

Michael Kempf, Agent

Jack's or Better



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: February 15, 2007

RE: Comments on Fee Reciprocity, 2007 Fees and Jazzfest Fee Reduction

Fee Reciprocity

No changes for 2007. The agreement with the Town of Menasha still excludes boat launch parking and pool fees. As an aside, the Town eliminated non-resident fees a few years ago and Neenah is also considering this.

2007 Fees

Several small increases are recommended. Collectively they should total the \$2,500 revenue increase per Council action during budget review.

Jazzfest

Event organizers are committed to keeping the event in Menasha. In 2006 the event received a \$40.00 reduction. For 2007, the recommended reduction is \$45.00. Our Fee Waiver Policy is attached.

Common Council Objective: Increase program fees to generate \$2,500 in additional revenue in 2007. If the same number of people register for a program or purchase the same services as in 2006, revenues will increase by approximately this amount.

City of Menasha - Fees and Charges for 2007 Parks, Recreation, Pool, Marina, Forestry and Cemetery

Prepared By: Brian Tungate & Parks and Recreation Board January 15, 2007

NC = No Change R = Res NR = Non-Res Est. = Year Established

	Current	rrent Charge Program/Service Pro			ropose	ed C	Charge	Last Changed		Previous	harge		
_	R		NR	Title		R		NR			R		NR
				Summer Programs									
\$	12.00	\$	28.00	Tot Lot	\$	13.00	9	\$29.00	2003	\$	11.00	\$	26.00
\$	12.00	\$	28.00	Youth Baseball	\$	13.00	9	29.00	2003	\$	11.00	\$	26.00
\$	6.00	\$	14.00	Youth Kickball	\$	7.00	9	15.00	2003 est.				
\$	12.00	\$	28.00	Kidstuff	\$	13.00	9	29.00	2003	\$	11.00	\$	26.00
\$	12.00	\$	28.00	Park Activity Club (PAC)	\$	13.00	9	\$29.00	2003	\$	11.00	\$	26.00
\$	12.00	\$	28.00	Tennis Lessons (Youth)	\$	13.00	9	\$29.00	2003	\$	11.00	\$	26.00
\$	28.00	\$	44.00	Tennis Lesson (Small Group)		NC		NC	2003	\$	27.00	\$	42.00
\$	3.00	\$	6.00	Tennis Leagues		NC		NC	2000	ad	ded NR		
				(Youth & Adult)									
\$	21.00	\$	48.00	Tennis Lessons (Adult)		NC		NC	2003	\$	20.00	\$	38.00
\$	12.00	\$	28.00	Gymnastics		NC		NC	2003	\$	11.00	\$	26.00
	Free		Free	Safety Town		NC		NC					
\$	12.00	\$	12.00	Grunski Race Pre-Reg.	\$	13.00	\$	13.00	2004	\$	10.00	\$	10.00
\$	15.00	\$	15.00	Grunski Race After 8/6	\$	16.00	\$	16.00	2003	\$	14.00	\$	14.00
				(Families of 3+ receive \$1 discount.)									
\$	35.00	\$	47.00	Summer Youth Golf		NC		NC	2003	\$	26.00	\$	42.00
\$	33.00	\$	48.00	Fall Golf Lessons	\$	35.00	\$	50.00	2003	\$	32.00	\$	46.00
\$	175.00	\$		No. 1		NC		NC	2006	\$	165.00	\$	165.00
\$	310.00	\$	310.00	Adult Softball (Team)		NC		NC	2006	\$	16.00	\$	43.00
\$	100.00	\$	100.00	Co-Ed Softball (Sponsor)		NC		NC	2006	\$	75.00	\$	75.00
\$	250.00	\$	250.00	Co-Ed Softball (Team)		NC		NC	2006	\$	11.00	\$	24.00
				Bus Trips (Break-even)		NC		NC	1988 est.				
	Free		Free	Performances in the Park		Dona	atio	ns					

The Department seeks to recover an average of 100% of program costs from revenues for all adult activities and bus trips and 50% for youth activities. In the aggregate, these percentages have been achieved.

Town of Menasha -- we have a fee reciprocity with the Town except for boat launch and pool fees.

	Current R	Ch	arge NR	Program/Service Title	rvice P				Last Changed			s Charge	
_	- 1	_	IVIX	Fall/Winter Programs		R	_	NR			R	_	NR
\$	13.00	\$	32.00	Jazz/Funk Dance/30 min.	Φ.	44.00	•	00.00	2004	•	40.00	•	
\$	15.00	\$		Jazz/Funk Dance/40 min.	\$	14.00	\$	33.00	2004	\$	12.00	\$	30.00
\$	15.00				\$	16.00	\$	38.00	2004	\$	14.00	\$	35.00
\$		\$		Youth Flag Football	\$	17.00	\$		2002	\$	8.00	\$	16.00
\$	52.00			Tiny Tots	\$	57.00	\$	110.00	2004	\$	50.00		100.00
	1.00	\$		Open Swim/Gym	•	NC	_	NC	2002	\$	0.50	\$	0.50
\$	19.00	\$		Slimnastics	\$	20.00	\$	40.00	2004	\$	18.00	\$	37.00
	2.00	300	3.00	Per class		NC		NC	90/98	\$	2.00	\$	2.00
\$	19.00	\$		Feel 'N Fit	\$	20.00	\$		2004	\$	18.00	\$	37.00
Ф	2.00	\$	3.00	Per class		NC		NC	90/98	\$	2.00	\$	2.00
6	Free		Free	Punt, Pass & Kick		NC		NC					
\$	2.00	\$		Winter Golf Tournament		NC		NC	2005 est.				
•	Free		Free	Great Pumpkin Hunt		NC		NC					
\$	1.00	\$		Holiday Hayride		NC		NC	1992 est.	\$	0.50	\$	0.50
	175.00			Adult Basketball (Sponsor)		NC		NC	2006		165.00		165.00
\$	235.00	\$	235.00	Adult Basketball (Team)		NC		NC	2006	\$	225.00	\$	225.00
				Cemetery									
\$	550.00	\$	725.00	Adult Grave		NC		NC	2006	\$	325.00	\$	475.00
\$	225.00			Infant Grave		NC		NC	2006	\$	85.00	93	120.00
\$	525.00	\$	700.00	Adult Opening (burial)		NC		NC	2006		350.00		350.00
\$	225.00			Infant Opening (burial)		NC		NC	2006		200.00		200.00
				Burial of Cremains						-		Ψ.	200.00
\$	325.00	\$	375.00	with or without vault		NC		NC	2006	\$	225.00	\$	225.00
\$	150.00	\$	175.00	Weekend Opening (add)		NC		NC	2006	114	125.00		150.00
\$	75.00			Winter Burial (if warranted)		NC		NC	2006	\$	50.00	\$	50.00
				Marina					2000	Ψ	00.00	Ψ	00.00
\$3	36.00/ft	\$3	36.00/ft	Seasonal Slip Rental	\$3	36.50/ft	\$	36.50/ft	2007	\$3	35.50/ft	\$	35.50
\$	0.60/ft.	\$	0.60/ft.	Overnight		NC	- 20	NC	1993	200	87) .50		37) .50
\$	0.45/ft.	\$	0.45/ft.	Groups of 20 or more						V	,	1	.,
\$	2.75/ft.	\$	2.75/ft.	Weekly		NC		NC	1987	\$	2.50/ft.	\$	2.50/ft.
\$	8.00/ft.	\$	8.00/ft.	Monthly	\$	10.00	\$	10.00	1987		8.00/ft.		3.00/ft.
\$3	0.00/yr.	\$3	0.00/yr.	Extra Power Outlet		NC	15.50	NC	1995		0.00,	Ψ.	3.00/10.
	Free	\$	5.00	Pump Out - Renter/Nonrenter		NC		NC	1998				
\$7	5.00/mth			Shower Bldg. Office Rent		NC		NC	1999	\$	_	\$	_
\$1	5.00/mth	\$15	5.00/mth	Monthly Wireless Internet		NC		NC	2003	+		Ψ	
	65.00		65.00	Seasonal Wireless Internet		NC		NC	2003				
				Boat Launch & Slip Rental				[1659T0					
\$	12.00	\$	32.00	Seasonal Parking Permit Seniors (55+)	\$	13.00	\$	33.00	2005 est.	\$	12.00	\$	32.00
\$	15.00	\$		Seasonal Parking Permit	\$	16.00	13.5	36.00*		\$	15.00	\$	35.00
\$	4.00	\$		Daily Launch Parking Permit	X.T.	NC	·**	NC	2004	\$	3.00	\$	3.00
\$	80.00	\$	95.00	Seasonal Slip (Jefferson)	\$	90.00	\$	105.00	2004	\$	70.00	\$	85.00
\$	110.00	\$	125.00	Slip 49/50		120.00		135.00	2004	-	100.00		115.00
\$	8.00	\$		Second Parking Permit (must show copy of	Ψ	NC	Ψ	NC	1995	\$	3.00	\$	3.00
1.25		150	0000018701 8	2nd boat registration ID #)		.10		110	1000	φ	3.00	Φ	3.00
\$	4.00	\$	5.00	Lost or Stolen Pass		NC		NC	2003	d	3.00	d	3 00
	=0		-	Menasha Dock Association Garbage Collection	\$	100.00	2	100.00	2003 2007 est.	4	33.00	4	3.00
					Ψ	100.00	φ	100.00	Zuur est.		-		-

^{*}Town of Menasha pays NR rate.

	Current R		arge NR	Program/Service Title	Propose R	ed Charge NR	Last Changed		Previou R	us Charge NR		
				Park Shelter/Picnic Areas								
	50.00	\$	80.00	Large Pavilion	NC	NC	2006	\$	45.00	\$	75.00	
\$	30.00	\$	50.00	Kitchen (Jeff.)	NC	NC	2006	\$	25.00	\$	45.00	
\$	35.00	\$	55.00	Jefferson West Shelter	NC	NC	2006	\$	30.00	\$	50.00	
\$	20.00	\$	40.00	Jefferson East Shelter	NC	NC	2003	\$	20.00	\$	40.00	
\$	15.00	\$	32.00	Launch Shelter	NC	NC	2004	\$	15.00	\$	32.00	
	20.00	\$		Picnic Area #3 w/elec.	NC	NC	2006	\$	15.00	\$	32.00	
	20.00			Picnic Area #5 w/elec.	NC	NC	2006	\$	15.00	\$	32.00	
	45.00			Smith Park Pavilion	NC	NC	2006					
	25.00			Hart Park Shelter	NC	NC	2004	\$	40.00	\$	65.00	
	30.00			Kitchen (Smith)	NC	NC		\$	25.00	\$	45.00	
	90.00			Wedding Set-Up (Smith*)	NC		2006	\$	25.00	\$	45.00	
	20.00			Memorial Building (pre-ceremony use)		NC C40 00/1-	2006	\$	85.00		130.00	
Ψ	20.00	Ψ	20.00		\$10.00/hr		2007 est.	\$	20.00	\$	20.00	
Φ.	20.00	0	40.00	Building/Shelter Key Deposit	\$20.00	\$20.00	2005 est.					
				Clovis Grove Shelter	NC	NC	2006	\$	15.00	\$	32.00	
	20.00			Koslo Shelter	NC	NC	2006	\$	15.00	\$	32.00	
	20.00			Curtis Reed Square	NC	NC	2004 est.					
\$	25.00			Barker Farm Shelter	NC	NC	2004 est.					
	user			Jefferson Park Wedding**	NC	NC	1996					
Non-	-Reside	ent fe	es add	ed for shelter/area reservations began in 1991.								
* Inci	ludes a	uton	natic pa	vilion reservation, user fee included if pavilion use	ed.							
**No	t part o	f two	year a	dvance wedding reservation								
BOL	D: rec	omm	ended	earlier by Parks and Recreation Board, Memorial	Buildina set	for an hour	v charge					
				Park User Fees			, onargo.					
1	VC.	\$	11.00	Group Size: 1-20	NC	NC	2005	\$	-	\$1	0.00**	
	23.00		35.00	21-75	NC	NC	2005	\$	20.00		80.00**	
	40.00		58.00	76-150	NC	NC	2005	\$			50.00	
	75.00		98.00	151-300	NC	NC			35.00	35.00 \$30 35.00 \$85		
	28.00		56.00	301-600	NC		2005	\$				
	30.00		265.00	601-1100		NC	2005				35.00**	
	45.00		85.00		NC	NC	2005		200.00		30.00**	
	60.00		05.00	1101-2000	NC	NC	2005		300.00		35.00**	
				2001 & up	NC	NC	2005	\$	400.00	\$44	40.00**	
	's adde			gories expanded from 6 to 8 in 1996.								
				and likely for 2000								
				ase likely for 2008								
\$3.0	00/day	\$3.0	00/day	Beer Permit	\$4.00	\$4.00	2003	\$	2.00	\$	2.00	
				Diamond/Field Rental Fees								
				City approved tournaments, leagues or events only								
\$20	.00/hr	\$20	.00/hr	with lights (Koslo baseball)	NC	NC	2005	0	10.00	•	10.00	
	.00/hr		.00/hr				2005	\$	16.00	\$	16.00	
		1		without lights (Koslo baseball)	\$12.00/hr	\$12.00/hr	1998	\$	8.00	\$	8.00	
	00/hr.			Softball Diamond without lights	NC	NC	2005					
	.00/hr	\$15	.00/nr	Softball Diamond with lights	NC	NC	2005					
	00/hr.			Tennis or Volleyball Court	NC	NC	1997 est.					
\$8.0	00/hr.	\$8.0	00/hr.	Soccer Field (lining costs add labor charges)	NC	NC	2000					
\$20	0 per											
	season			Ball Diamond PA System Rental	NC	NC	1997	for	marly and		danasit	
0.000	0000011			Ball Blambha i A System Kental	IVC	140	1997	1011	nerly sec	arity	deposit	
\$ 5	50.00	00 or market Tree Planting			NC	NC	1992	(10	(0) 30	/10	0) 30	
Ψ (20.00		rice	1" - 1 1/2" diameter	NO	NO	1992	(0	9) 30	(0	9) 30	
\$	0.50	\$		Ice Skate Rental at Hart Park	NC	NC	02 04+					
370	1/2 hr.	1		TOO ONATE NETTO AL MAIL FAIR	INC	NC	93-94 est.					
bei	1/4 111.	per	1/2 111.									

Curr R	rrent Charge Program/Service R NR Title					Propose R	ed C	harge NR	Last Changed	1	Previou: R	s Cl	harge NR
			Swimming Pool Da Admissions	ily									
Free		Free	2 and under			NC		NC	1994 est.				
	25 \$		3 - 5			NC		NC	2006	•	1.00	ď.	1.00
	25 \$		6 - 17			NC		NC	2006	\$	2.00	\$	1.00
	25 \$		18 - 54			NC		NC	2006	\$	3.00	\$	2.00
	25 \$		55 and older			NC		NC	1997	\$	2.00	\$	
Free		Free	Adult Sun Deck Viewing			NC		NC	1994 est.	Ψ	2.00	φ	2.00
		1100	Pass (Available at concession			140		NO	1334 651.				
			stand for non-swimmers)										
			Pool fees after 6:00 p.m. are redu	iced. (3-5) \$0.	75,	(6-17) \$1	1.25	, (18-54)) \$1.75, (55 and	old	er) \$1.25	je:	
			Swimming Lesson	s*									
\$ 16.0			Swimming Lessons			NC		NC	2005	\$	13.00	\$	20.00
\$ 12.0	00 \$	16.00	Saturday Morning Swimming Less			NC		NC	2005				
			*Town of Menasha pays NR rate	es for all pool	ser	vices.							
			Season Passes										
\$ 34.0			Youth (3-17) and Senior (55+)	(\$31)		NC		NC	2006 est.		-		-
\$ 40.0			Individual	(\$36)		NC		NC	2003	\$	35.00	\$	40.00
\$ 65.0	Column Column		Family of 2	(\$59)		NC		NC	2003	\$	60.00	\$	70.00
\$ 85.0			Family of 3	(\$77)		NC		NC	2003	\$	80.00	\$	95.00
\$ 100.0			Family of 4	(\$90)		NC		NC	2003	\$	95.00	\$	105.00
\$ 110.0			Family of 5	(\$99)		NC		NC	2003	\$	105.00	\$	120.00
\$ 120.0	00 \$	135.00	Family of 6+	(\$108)		NC		NC	2003	\$	115.00	\$	130.00
			10% discount on all season										
			passes purchased by May 1, fee										
			to City and Neenah and Appleton										
	*2	006-Cha	Town of Menasha pays NR rates nge discount from 15% to 10%.	on season, iir	iitea	use, mo	rnın	g passe	s and lessons.				
	_	ooo-ona	inge discount from 13% to 10%.										
\$ 15.0	00 \$	20.00	Adult Morning Season Swim Pass	3		NC		NC	2004 est.				
	00 \$		Adult Morning Season Swim (Dail	y)		NC		NC	2004 est.				
\$ 13.0			Limited Use Pass (Adult)			NC		NC	2006	\$	12.00	\$	14.00
\$ 9.0	전문문 - 보호		Limited Use Pass (Youth/Seniors	, 55+)		NC		NC	2006	\$	8.00	\$	9.00
\$ 5.0	70.74		Lost/replacement pass			NC		NC	1991	NR	added 2	200	1
\$100.00			. Pool Rental			NC		NC	2006	\$	90.00		100.00
\$ 1.7	75 \$	1.75	Groups of 20 or more			NC		NC	2006	\$	1.50	\$	1.50
			(when arranged through office)										
			Annual Installation/Storage Fee for	or									
			441/Racine Street Signs		\$	25.00	\$	25.00	2006 est.				
\$ 300.0			Parkland Dedication Fee*			-		-	2001	\$	275.00		
per un	III	per unit											

^{*}This fee will be addressed separately with a future ordinance revision mandated by recent changes in state law.



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: February 15, 2007

RE: Comments on Fee Reciprocity, 2007 Fees and Jazzfest Fee Reduction

Fee Reciprocity

No changes for 2007. The agreement with the Town of Menasha still excludes boat launch parking and pool fees. As an aside, the Town eliminated non-resident fees a few years ago and Neenah is also considering this.

2007 Fees

Several small increases are recommended. Collectively they should total the \$2,500 revenue increase per Council action during budget review.

Jazzfest

Event organizers are committed to keeping the event in Menasha. In 2006 the event received a \$40.00 reduction. For 2007, the recommended reduction is \$45.00. Our Fee Waiver Policy is attached.

FEE RECIPROCITY USAGE 2006

Appleton Residents in Menasha (1/1/2006 - 12/31/2006)

Feel 'n Fit - 3 Flag Football – 1 Gymnastics - 6 LaCrosse - 2 Youth Baseball - 9 Park Activity Club - 1 Pitching Clinic - 1 Fieldtrips - 1 Safety Town - 1 Skateboarding Lessons – 2 *Coed Adult Softball - 74 Swimming Lessons - 27 Youth Tennis Lessons - 6 Tiny Tots - 3 Youth Tennis Mini Camp - 1 Boat Launch-Lost/Stolen - 2 Boat Launch-Senior - 68 Boat Launch-Additional – 2 Boat Launch - 89 Double Slip Rental - 2 Swimming Pool Passes - 3

Single Slip Rental – 3

Wedding Reservations – 7

Park Reservations – 14

Total: 328 Revenue Difference: \$1,182.00

*Team fee only, no individual player fee.

Menasha Residents in Appleton

Total: 204 Revenue Difference: \$2,302.00
*Team fee only, no individual player fee.

Neenah Residents in Menasha (1/1/2006 - 12/31/2006)

Flag Football - 1 Gymnastics - 3 Kickball - 1 All American Fishing Derby – 1 Kidstuff - 5 LaCrosse - 2 Parents Night Out - 4 Park Activity Club - 1 Safety Town - 4 Youth Scrapbooking Class – 2 Slimnastics - 1 *Men's Adult Softball – 5 *Coed Adult Softball - 48 Swimming Lessons - 8 Youth Baseball - 1 Adult Tennis Lessons - 1 Youth Tennis Lessons - 7 Tiny Tots - 5 Boat Launch - 6 Adult Morning Swim Pass - 2 Double Slip Rental - 3 Swimming Pool Passes - 5 Single Slip Rental – 2 Wedding Reservations - 4 Park Reservations - 26

Total: 148 Revenue Difference: \$2,413.00

*Team fee only, no individual player fee.

Menasha Residents in Neenah

*Adult Dodgeball – 5 Adult Fitness – 5 Adult Kickball – 21
Adult Pilates & Yoga – 17 *Adult Softball – 55 *Adult Volleyball – 11
Youth Adventure Playground – 3 Youth Archery – 1 Youth Tennis – 2
Family Season Passes – 17 Shelter Reservations – 22 Boat Stalls – 1

Total: 160 Revenue Difference: \$828.00
*Team fee only, no individual player fee.

Town of Menasha Residents in City of Menasha (1/1/2006-12/31/2006)

Fieldtrips – 21 Feel 'n Fit – 2 First Tee Golf – 1
Flag Football – 9 Adult/Youth Golf Lessons – 5 Gymnastics – 2

Jazz/Funk Dance – 2 Kickball – 3 All American Fishing Derby – 4 LaCrosse – 1 Youth Baseball – 8 Parents Night Out – 2

Park Activity Club – 1

Park Activity Club – 1

Pitching Clinic – 3

Youth Baseball – 8

Parents Night Out – 2

Safety Town – 6

Slimnastics – 3

Youth Scrapbooking Class – 1 Skateboarding Lessons – 1 Slimnastics – 3
*Adult Coed Softball – 29 Adult Tennis Lessons – 1 Youth Tennis Tournaments – 2

Youth Tennis Lessons – 8 Tiny Tots – 6 Park Reservations – 5

Total: 126 Revenue Difference: \$1,198.00

*Team fee only, no individual player fee.

City of Menasha Residents in Town of Menasha

Winter Programs – 21 Spring Programs – 24 Summer Programs – 38

Fall Programs – 43

Revenue Difference: Not kept track of through the Town of

Total: 126 Menasha, no figures to report.

No Pavilion Rental Information reported as the Town of Menasha has a flat fee rate system based on the cost to operate the facility and not on a residency basis.

AGREEMENT FOR RECIPROCITY BETWEEN APPLETON AND MENASHA FOR PARKS AND RECREATION SERVICES YEAR 2007

The City of Appleton, Wisconsin, and the City of Menasha, Wisconsin, hereby agree to grant residency status to the citizens of the opposite community for the sole purpose and privilege of participating in each city's park and recreation services.

- 1) The scope of this agreement is limited to the granting of the privileges of residency.
- 2) Each city retains complete control of the policies, operation, administration, and funding of the facilities and services it provides.
- 3) The home community will supply the reciprocating community with residency information for participant verification.
- 4) This agreement shall be in effect from January 1, 2007, through December 31, 2007. It may be extended for another term by mutual agreement of both cities. With thirty days notice to the other city, either community may terminate, without penalty, this agreement.

Date:	-
Mayor of Appleton	Mayor of Menasha
Appleton City Clerk	Menasha City Clerk
Appleton City Attorney	Menasha City Attorney

AGREEMENT FOR RECIPROCITY BETWEEN NEENAH AND MENASHA PARK & RECREATION DEPARTMENTS ~2007~

The Park & Recreation Departments of the City of Neenah, WI and the City of Menasha, WI, hereby agree to grant resident status, in regard to fees, to the citizens of the other community for the sole purpose of participating in each city's park and recreation services, for the term of this agreement listed below.

- The scope of this agreement is limited to the granting of the privileges of residency in regard to fees only.
- 2) Each city retains complete control of the policies, operation, administration and funding of the facilities and services it provides. This includes, but is not limited to, policies that allow registration priorities to city residents.
- 3) Each city will verify proof of residency of participants from the other city.
- 4) This agreement shall be in effect from January 1, 2007 through December 31, 2007. The agreement may be extended for another term by mutual agreement of both cities, or terminated, without penalty, by either city, with thirty days written notice to the other city.

Zee M. Willstrom.		
Neenah P&R Commission	Menasha P&R Board	
Mayor of Neenan	Mayor of Menasha	
Odvicia a Starra	mayor or menasna	
Neenah City Clerk	Menasha City Clerk	

AGREEMENT FOR RECIPROCITY BETWEEN THE CITY AND TOWN OF MENASHA PARK & RECREATION DEPARTMENTS

~2007 ~

The Park & Recreation Departments of the City of Menasha, WI and the Town of Menasha, WI, hereby agree to grant resident status, in regard to fees, to the citizens of the other community for the sole purpose of participating in each municipality's park and recreation services, for the term of this agreement listed below.

- The scope of this agreement is limited to the granting of the privileges of residency in regard to fees only.
- Each municipality retains complete control of the policies, operation, administration, and funding of the facilities and services it provides. This includes, but is not limited to, policies that allow registration priorities to municipal residents.
- The City of Menasha reserves the right to charge a non-resident fee for seasonal boat launch passes, swimming lessons and pool passes.
- 4) Each municipality will verify proof of residency of participants from the other community and supply residency information for participant verification.
- This agreement shall be in effect from January 1, 2007 through December 31, 2007. The agreement may be extended for another term by mutual agreement of both municipalities, or terminated, without penalty, by either municipality, with thirty days written notice to the other community.

President, Town of Menasha Park Commission	Mayor, City of Menasha
Director of Parks & Recreation, Town of Menasha	City Clerk, City of Menasha



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: February 15, 2007

RE: Comments on Fee Reciprocity, 2007 Fees and Jazzfest Fee Reduction

Fee Reciprocity

No changes for 2007. The agreement with the Town of Menasha still excludes boat launch parking and pool fees. As an aside, the Town eliminated non-resident fees a few years ago and Neenah is also considering this.

2007 Fees

Several small increases are recommended. Collectively they should total the \$2,500 revenue increase per Council action during budget review.

Jazzfest

Event organizers are committed to keeping the event in Menasha. In 2006 the event received a \$40.00 reduction. For 2007, the recommended reduction is \$45.00. Our Fee Waiver Policy is attached.

City of Menasha Event Sponsorship and Fee Waiver Policy

Effective January 1, 2007

Per Common Council action taken on September 19, 2005, the City of Menasha will no longer be an official sponsor or co-sponsor to any event brought forth by an outside organization.

As a consideration to this policy, the Parks and Recreation Board and Common Council will consider a waiver of certain fees from requests made by bona-fide non-profit organizations. The applicant is responsible for any insurance required by City ordinance. Neither the Parks and Recreation Board nor the Common Council shall have the authority to waive any insurance requirements. No application shall be considered unless the proper insurance certificate has been filed with the City.

Conditions for Waiving a Fee:

- 1. One request per organization per calendar year
- 2. Requests must be made in a timely manner so that both the Parks and Recreation Board and Common Council can act on the request before the event occurs
- 3. An activity, program or event must be open to the public and demonstrate a significant benefit to the Menasha community
- 4. 50% of one fee may be waived from the following categories:
 - A. Equipment Rental Fees

Including, but not limited to, the city stage, picnic tables, bleachers, park benches, trash containers, bike racks, etc. (maximum 3 items).

B. Facility Rental Fees

Including, but not limited to: park shelters, picnic areas, ball diamonds, soccer fields, tennis courts, swimming pool, Racine Street welcome sign installation fee, etc. (maximum 2 items).

Note: Park User Fees and Beer Permit fees shall not be waived.

Questions about this policy should be made to Brian Tungate, Director of Parks and Recreation.

This policy was revised by the Common Council on October 16, 2006.

February 12, 2007

To council



Dear Mayor and Council members,

As Post Commander of the American Legion Post 33 in Neenah, and on behalf of the other veterans posts in Neenah and Menasha, I would like to thank you for the financial support you provided for last year's Memorial Day parade and other activities. Last year, each city's contribution of \$600 helped make the day a huge success. We look forward to your continued support again this year.

On Memorial Day, we remember and honor the supreme sacrifices made by the many men and women who gave their lives so we may enjoy the freedoms we have today. Jon St. John, of the Town of Vinland, is one such example.

It has been customary for the mayors of both great cities to participate in the waterfront ceremony, parade and memorial service at Oak Hill Cemetary. We look forward to your participation. The day's activities will begin at 8:00 am at the Menasha water front, and the parade at 9:00 am, starting at the corner of 2nd St. and Milwaukee St.

We ask that your contribution be made out to the "Twin City, Veterans Account" and sent to the American Legion Post 33, PO Box 632, Neenah, WI. 54957-0632.

Again, we would like to thank you for your continued support and participation in this most solemn of national holidays.

Sincerely,

Chris Rosenow

Post Commander



City of Menasha • Office of the Mayor Joseph F. Laux, Mayor

February 14, 2007

To: Prospective Fireworks Displayer Companies

From: Mayor Joseph F. Laux

City of Menasha, WI 54952

Re: City of Menasha Fireworks July 4, 2007 Display

On February 5, 2007, the City of Menasha Common Council directed my office to solicit bids for the July 4, 2007 City of Menasha fireworks display. The Council also directed me to solicit these bids from your firm and three others. This letter constitutes an invitation to quote based on the specifications below.

Date and time: The date of the show will be July 4, 2007 at 9:30 p.m. A

rain date will be July 7, 2007.

Cost: The City has a total budget of \$18,500 for all phases of the

show, including any insurance charge.

Insurance: The City requires a Certificate of Insurance naming the

City as an additional insured with the following policy limits: Each occurrence: \$1,000,000

limits: Each occurrence: \$1,000,000 Damage to rented property: 50,000

Personal & Adv Injury: 1,000,000
General aggregate: 2,000,000
Products aggregate: 2,000,000

Umbrella or Excess Liability:

Each occurrence: 4,000,000 Aggregate: 4,000,000

The Certificate of Insurance must be supplied with your

auote.

Location: Jefferson Park, Menasha

Limitations: The geography of Jefferson Park and Neenah-Menasha Fire

Rescue regulations limit the shells to not greater than 8 inches. The choice of all other fireworks devices shall be

that of the vendor.

Ground display: The ground display shall include at least a 10 foot X 15

foot American flag.

Other requirements The winning quote must arrange a meeting with the

Neenah-Menasha Fire Rescue not less than five days before the event to coordinate all issues insuring the safety of the

event.

Licensing: The winning quote must be licensed to do business in the

State of Wisconsin, must agree to submit to the jurisdiction in Winnebago County, Wisconsin in the event of any disagreement and must meet all State of Wisconsin

licensing requirements.

Employees: The quote shall require a list of all personnel who will

participate in the show, along with information regarding

the experience of each of these employees.

Non-collusion: The company shall be required to file a statement with the

City of Menasha Attorney that they have received no additional compensation nor have they made any promises to any City of Menasha employee or elected official that they will provide any additional consideration for being awarded this bid, including but not limited to the promise of any other fireworks business in the City of Menasha.

References: Provide a list of at least three municipalities from the

eastern half of the State of Wisconsin for whom you have provided the July 4 fireworks show in the last three years, with the name of the contact person for each municipality.

Other: Provide any reasons why you think your company is the

most qualified to provide this service.

Presentation:

Attach a description of the show your company would expect to provide. You will be required to appear at a workshop of the Common Council to further describe your show and to present any additional information to support your quote. The presentation should be limited to 15

minutes.

If you choose not to bid, please tell us the reason you have so decline. Please contact me for any questions. Thank you for your interest.

Sincerely,

Joseph F. Laux, Mayor



City of Menasha • Office of the Mayor Joseph F. Laux, Mayor

February 7, 2007

Alderman James Taylor 340 Broad Street Menasha, WI 54952

RE:

Fireworks

Dear Alderman Taylor:

At the February 5, 2007 Common Council meeting you made a motion that a quote for the July 4, 2007 fireworks show was to be sent to four specific vendors; Spielbauer from De Pere, Bartolotta from Delavan, Five Star from Lakeland and Central States from Fond du Lac.

I am prepared to send out an invitation to these firms to provide such a quote. However, I have been unable to find a fireworks company called Central States from Fond du Lac. Given the strong concern from the Council that the City of Menasha should examine its methods of purchasing goods and services, I am concerned about the reliability of this company. Surely, I should be able to find some listing of Central States in Fond du Lac. Please provide the Common Council more information about this company so that a determination can be made as to their reliability. most especially where they are located.

I need that information in written form prior to the Thursday, February 15, 2007 at 12:00 p.m. so I can determine whether this issue should be returned to the Council for further deliberation. The importance of fireworks to the City of Menasha and the risks inherent in a fireworks show tell me that the City needs to exercise the utmost caution in selecting a fireworks vendor.

Sincerely,

Common Council

Kristin Sewall

From:

monicax15@tds.net

Sent: To: Wednesday, February 14, 2007 7:41 PM

: Kristin Sewall

Subject:

July 4, 2007 Fireworks

Mayor Laux,

In response to your letter dated Feb. 7, 2007, concerning the July 4, 2007 fireworks display and Central States Fireworks, Inc. I can supply you with the address, fax, and telephone numbers for this company. I, too, am committed to providing the best fireworks display at the best cost to the community, and the reliability of the vendors is of the utmost concern. We have used this vendor for The Fox Citie's New Year's Eve Celebration for the past 2 years, and they provided great service to us, as well as to the City of Fon du Lac, and The Winnebago County Fairgrounds.

Central States Fireworks, Inc. 538 Florida Ave. Fon du Lac, WI 54937 (920)273-3089, FAX (920)924-0985

Alderman James Taylor



2-15-2007

www.centralstatesfireworks.com

Mayor Joseph F. Laux Menasha Common Council

Dear Sir:

I would like to take this opportunity to give you some information about Central States Fireworks. Our Office is located in Fond du lac, Wl. Central States Fireworks has been in business for the last 13 years. We have one of the largest inventory selections here in the Midwest with over 15 different firework manufactures. Here is a list to name a few: American Manufactures - Legion Fireworks Co. Inc., Pearl Pyrotechnics, Grand Fireworks, Triton, Silverado and Global Pyrotechnic Solutions. Oriental Manufactures - Sunny International Co., Lidu Fireworks, Yung Feng, Dancing, Tanghua, Link Triad, Franklin Factory, Toy Cracker Fireworks, Forward Fireworks, Thunderbird.

These manufacturers produce only top quality pyrotechnics and have been extensively researched and their product tested to bring you the best display possible! We also carry a Ten Million Dollar Liability Insurance Policy for each event. We have more than 45 well trained and PGI certified technicians to deliver the best possible show every time. Some of the crew members have worked for various other firework companies in Wisconsin with a total of over 100 years of experience! Some of the shows we have done in the past: Fond du Lac 4th of July 2004,2005, Town of Dale Fireman's Picnic / 4th of July 2003-current. Sunny View Fair Grounds / Oshkosh Race Track. Several events during the 2006 season as well as the Central States Fireworks \$18,000, Demo on Aug 13th, We have several dates planned this year as well. We will be having our demo again in August. Dates to be determined yet. We also work very close with Festival Foods to take care of their firework needs. They sponsor Fireworks Shows in Eau Claire. La Crosse. and Marshfield to name a few. I can assure you that we are more than qualified to handle your Fireworks Show and meet any special needs you may have. I hope this answers any questions you may have about Central States Fireworks. If I have missed anything please feel free to give me a call! I have enclosed a copy of our standard agreement, insurance questionnaire, brochure and business card for you to look at.

Sincerely.

Scot M. Miller

Central States Fireworks
538 Florida Ave. North Fond du Lac, WI 54937
Voice 920-273-3089 Fax 920-924-0985



Customer Comments

"We were delighted with Central States Fireworks' performance and received glowing remarks from the general public."

Bud Ford, Manager

Illinois State Fair

"As a major sponsor and as an individual who attended with his family, I must say that the display set off that evening was one of the best I have ever seen"

"The interest you took in the entire process, the time and energy you give to assure a safe display as well as seeking evaluation and feedback after the event all contribute to the role you play as a valuable asset in our first night celebration"



Local Office

538 Florida Ave North Fond du Lac, WI 54937

Sales

Scot Miller NE. Wisconsin 920-273-3089

Richard Miller SE. Wisconsin 920-948-9864

Richard Schmidt E. Wisconsin

920-982-6260

Annual Product Demonstration

August 18th 2006

This event will be held at the Sunny View Expo Center (Oshkosh Race Track) after the races. Watch the races for free and sit in the reserved seating area for the fireworks demo. Then sit back and be amazed at the jaw-dropping display of fireworks! Take a look at what Central States can offer your next event. Reps will be on hand to pass out additional information as well as answer any questions you may have.

DIRECTIONS FROM HWY 41 North or South

Exit Hwy 76 East about 3/4 mile to County Road "Y". Turn Left and follow the signs to the entrance. If you have any questions please call one of the above numbers for help. We hope to see you there!





Tel: 920-273-3089

Fax: 920-924-0985

www.centralstatesfireworks.com



along to our customers significant amount and top quality shells right from the manufacturer pyrotechnic world has to offer, then look no Made Shells. As direct importers we save a We also offer a large selection of American further. Central States directly imports only If you are looking for the finest product the pass the savings



to cover our customers and spectators We also carry a \$10,000,000 Liability policy

best." display. As one of our customers wrote "From setup to clean up, you guys are the safely set up, discharge and clean up your trained professional pyrotechnician teams to entire team. If your preference is to have company. If your organization prefers to fire Central States fire your display, we have the display, we offer on site training for your Central States Fireworks is a full service

Why Have a Fireworks Display?

effects. A Central States Display will do just that event. Just about everybody enjoys watching the When compared to other forms of entertainment, night sky light up with color, action and beautiful fireworks can be a very beneficial addition to your

will leave your crowd in awe. color and special effects that ing an unparalleled array of We take great pride in provid-

birthday, wedding or other holiday, anniversary, Whether it is a fundraiser,

special event, Fireworks are

an outstanding way to add to your audience's experience and leave a memorable impression.

Enhancements to a Display

fire to depict a name, logo or other symbol. The setpiece is a ground display item that uses colored and custom lettered Signs Major Softdrink company logos, Corporate Logos Some examples include American Flags, a possibilities are only limited by your imagination. celebrations, is the use of a fireworks setpiece. A One of the most successful tools our customers 16" Diameter Mets Logo used at Shea Stadium, We have made thousands of these over the years used to enhance and/or fund their



Want Additional Information?

service and product at the most reasonable your convenience. Central States is customer oriented and strives to provide the best Give us a call, fax or email and we will meet at

on-line @ www.centralstatesfireworks.com. return it to us. Our catalog can be accessed mation, simply fill in the information below and If you would like to request additional infor-

Name:		
Address:		
City:	StateZip	
Phone:	Best Time to Call	-
Email:		
Name of Event:		1
Date of Event		



North Fond du Lac, WI 54937 538 Florida Ave Scot Miller

Phone: 920-273-3089 920-924-0985

E-mail: fireworkscot@charter.net



City of Menasha • Office of the Mayor Joseph F. Laux, Mayor

February 15, 2007

Central States Fireworks 538 Florida Ave. Fond du Lac, WI 54937

Dear Mr. Miller:

An Alderman has recommended that we send Central States Fireworks an opportunity to quote for Menasha's Fourth of July and has stated that this company is based out of Fond du Lac Wisconsin.

You dropped off a letter and brochure regarding Central States Fireworks and I thank you for this information. I have included these documents in the common council packet. Your letter also indicates that the company is based out of Fond du Lac, Wisconsin and lists the web site as www.centralstatesfireworks.com.

I went to the listed web site and have printed the pages from it which are also enclosed. The company on this web site is from Athens, Illinois. All of the contact information refers to people from Illinois. You are not listed as a contact for this organization.

I am confused by your letter and the brochure provided. Can you please provide an explanation?

Sincerely,

Joseph F. Laux

Mayor

Cc: Common Council

Central States Fireworks

We at Central States guarantee our Programs 100%

Central States Fireworks is located near Springfield, Illinois. We serve cities, towns and communities not only in Illinois, but throughout the entire midwest as well. Our technicians are dedicated to their job of displaying fireworks professionally.

> We hope that you find this site helpful and that we hear from you soon.

Central Office

Central States Fireworks, Inc. **Larry Lefferts** President 18034 Kincaid Street Athens, Illinois 62613 TEL. 217-636-7598 FAX 217-636-7618 EMAIL

Here Are Some Facts About Us



States is an egual opportunity employer.

Central States holds federal explosives

Central States both state and equipment well exceeds the standard set by

Central States has been in the business of selling and displaying



How to Contact Us

Main Office:



Lawrence H. Lefferts, President Vivian W. Lefferts, Business Manager 18034 Kincaid Street, Athens, Illinois 62613

Telephone:

Main Office	(217) 636-7598
Main Office Fax	(217) 636-7618

Sales 1	Representa	tives:

Don Altop Indiana		(812) 988-2148
Troy Anderson	Indiana	(812) 372-7092
Connie Gardner	Central Illinois	(309) 725-8050
Jeff Johnston	Illinois	(217) 306-0787
Dave Lefferts	Illinois	(217) 632-3021

(309) 738-1583

Bob Minard Illinois

Northern Illinois/Indiana (630) 379-4441 Bob O'Boyle



Click here to fill out a form about your organization!

Our Employees



Central States refers to its technicians as operators.

These are the people who arein charge of:

- * The display layout
- * The supervision of the setup and clean up
- * Handling any concerns of the program sponsors

In order to be an prospective employee of Central States, you must be over the age of 18.

In order to handle the explosives you must be over the age of 21.

Central States employees must serve a three year apprenticeship before becoming an operator.

| References | | Past Displays | | Our Employees | Safety | Display Setup | Contact Us | Links | Setpieces | Catalog |

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Konicek Environmental Consulting LLC

January 30, 2007

Mr. Greg Keil City of Menasha 140 Main Street Menasha, WI 54952

Reference:

Bid Response, Round 46

Former Barth Property 87 Racine Street

Menasha, WI

Comm#: 54952-3156-87-A BRRTS #: 03-71-001607

Dear Mr. Keil,

Konicek Environmental Consulting, LLC provided a compliant bid response with the lowest total cost of completion of the November 20, 2006 Specified Work Scope through the PECFA public bid process (Bid Round 46) for the above referenced site.

Konicek Environmental Consulting, LLC will complete the services as outlined in our bid response. Services will be provided in accordance with the enclosed Standard Fee Schedule and General Conditions of Service.

Please indicate your acceptance by signing and returning one copy of this letter.

If you would like to meet to discuss the details or to address any questions you may have, please do not hesitate to call.

Sincerely,

Konicek Environmental Consulting, LLC	Accepted by:
As / ml	
Gregory A. Konicek, CHMM	Date:

Tel: 262-284-2557

Jkd/500f

Konicek Environmental Consulting LLC

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KONICEK ENVIRONMENTAL CONSULTING, LLC GENERAL CONDITIONS

These General Conditions are incorporated by reference into the attached proposal and shall be incorporated by reference into any agreement under which services are to be performed by Konicek Environmental Consulting, LLC (Konicek) for the Client. No agreement or understanding, oral or written, which modifies or waives these General Conditions of Service, shall be binding on Konicek unless they are made in writing and agreed by Konicek.

I. SERVICES

"Services" means those services performed by Konicek pursuant to this Agreement, as set forth in the attached proposal and as modified as necessary. The scope of service(s), project schedule, and associated cost estimate included in the attached proposal are based on the information made available to Konicek by the Client. If site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and Konicek. Konicek may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by Konicek, Konicek may terminate this Agreement. In the event of Agreement termination, the Client shall pay Konicek for all service performed prior to termination and termination expenses set forth in these General Conditions of Service.

II. STANDARD OF CARE

- A. Konicek will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the environmental profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or other instrument of service.
- B. If Konicek breaches the standard of care contained in sub-paragraph (A) of this Paragraph II, Konicek shall be given an opportunity to correct any Services at no additional charge to Client.
- C. Any claim pursuant to this Paragraph II must be in writing and such claim shall set forth in reasonable detail all know facts upon which it is based.

III. KONICEK AS INDEPENDENT CONTRACTOR

Konicek, in performing the Services, shall be deemed as an independent contractor and not an agent or employee of Client.

IV. SUSCONTRACTS

Konicek may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Konicek of any of its obligations under this Agreement.

V. SUSPENSION OF SERVICES OR TERMINATION OF SERVICES

- A. Client may suspend, at any time, or any part of the Services, or terminate all of the remaining Services to be performed pursuant to this Agreement, either for Cause or due to the Client's wishes, by giving Konicek two (2) days prior written notice. Upon receipt of such notice, Konicek shall promptly discontinue the Services, except to the extent specified in such notice. Client shall pay and reimburse Konicek per one of the following methods:
 - 1) Termination of Services for Cause: If Client terminates the Services for Cause, payment shall be made in accordance with the process presented in subparagraph VIII(C); or
 - 2) Suspension of Services: If Client suspends services, payment shall be made in full for all of the Services performed by Konicek, prior to the effective date of said notice, for Which payment has not already been made; and all reasonable costs associated with demobilization of Konicek's personnel and equipment, and all other costs which Konicek is, or will become, legally obligated to pay in connection with the performance of the Services (including, but not limited to, amounts due under the subcontracts and supply agreements).
- B. Konicek may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
 - 1) Client is in default of its payment obligations under Paragraph VIII.
 - Force Majeure, as set forth in Paragraph VI hereof, causes an uninterrupted continual delay of thirty (30) days.

VI. FORCE MAJEURE

No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercised of reasonable diligence, including, but not limited to, Acts of God or the public enemy, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes (collectively, 'Force Majeure"). Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder, except as provided in subparagraph V (B)(2).

VII. ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

VIII. BILLING AND PAYMENTS

- A. Client shall pay Konicek for services rendered in accordance with the rates and charges set forth in the attached proposal. Invoices will be routinely submitted by Konicek, but no more frequently than every two (2) weeks, and shall be due and payable within 30 calendar days of invoice date.
- B. Within thirty (30) days of the date of Konicek's invoice delivered to Client, Client shall pay the full amount of such invoice provided; however, that if Client objects to all or any portion of the an invoice, Client shall notify Konicek of Clients objection within ten (10) days from the date of invoice and the parties shall immediately make every effort to settle the disputed portion of the invoice. Failure to provide written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.
- C. Client shall, in any event, pay the portion of the invoice which is not in dispute within the thirty (30) day period for payment Client shall pay an additional charge of 1% per month for any payment made more than thirty (30) days after the date of the invoice; such additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. Client also agrees to pay all attorney fees, arbitration or other dispute resolution costs, and all court costs incurred to collect unpaid balances.

IX. INDEMNIFICATION

- A. Subject to provisions of subparagraph IX(C) and except as expressly set for in subparagraph IX(B), Client shall indemnify and hold Konicek, its directors, officers and employees harmless from and against any and all liabilities, losses, damages, casts and expenses (excluding attorney's fees), which Konicek, its subs and employees may hereafter suffer in connection with any claim, action or right of action (at law or in equity), because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Client or its directions officers or employees, agents or invitees.
- B. Subject to the provisions of subparagraph IX(C) and except as expressly set forth in subparagraph IX(A), Konicek shall indemnify and hold Client, its directors, officers and employees harmless from and against any and all liabilities, losses damages, costs and expenses (excluding attorney's fees), which Client. its directors, officers and employees may hereafter suffer in connection with any claim, action or right of action (at law or in equity), because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Konicek or its employees, agents, independent contractors, material suppliers or invites. It is agreed that the Clients maximum recovery and sole and exclusive remedy against Konicek for the professional services performed under this agreement, whether in contract, tort or otherwise, is the amount of Konicek's fees for the project included in the attached proposal.
- C. In the event there is joint negligence on the part of Client and Konicek, the responsibility therefore, and the indemnifications obligations set forth in the subparagraphs IX(A) and IX(B) shall be prorated to reflect the relative degree of negligence or fault attributable to Client and Konicek
- D. At the Client's option, Konicek may be asked to participate on an advisory basis at Konicek's current hourly rates, in the defense of any claim or action referred to in subparagraph IX (A).

X. INSURANCE

- A. Konicek represents that it and its agents are protected by Workers Compensation Insurance and that Konicek has coverage under employers liability, commercial general liability, bodily injury and property damage, and professional liability error policies that Konicek deems reasonable and adequate. Upon request, Konicek shall furnish documentation of the risks insured against and the respective limits of liability.
- B. If Client requires specific inclusions of coverage in addition to that obtained by Konicek, or increased limits of liability in Konicek's liability policies, the cost of such inclusions of increase limits shall be paid by Client.

XI. PERMITS, LICENSES AND ACCESS AGREEMENTS

Client shall cooperate with Konicek in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

XII. SURVIVAL OF OBLIGATIONS

Obligations of the parties under this Agreement shall survive termination or suspension of the Services of this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided herein, no amendments, changes, alterations or modifications of this Agreement shall be effective, unless in writing signed by Client and Konicek.

XIV. SUCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

XV. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

XVI. NONDISCRIMINATION

Konicek covenants that in providing the Services, no person on the grounds of race, color, age, religion, sex, or natural origin, shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto.

XVII. SEVERABILITY

The various terms, provision and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

XVIII. ACCESS TO SITE AND INFORMATION

- A. Client shall provide right-of-access to the site to Konicek, its employees, agents and contractors, to conduct the planned field observations or services.
- B. Prior to the execution that delivery of this Agreement, Client has supplied to Konicek all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities and telephone cables; and during the term hereof:
 - 1) Konicek shall take reasonable precautions to minimize damage to the site, due to its operations, but Konicek has not included in its fee, and is not responsible for the cost of restoration for any damage resulting from its operations. For an additional fee, Konicek will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to Konicek's operations at the request of Client.
 - Konicek shall not be liable for damage or injury to any subterranean structures (Including, but not limited to pipes, tanks and telephone cables) or any existing subterranean conditions, or the consequences of such damage or inquiry.

XIX. SAFETY

- A. Site Health and Safety Konicek is responsible solely for the safe performance by Konicek field personnel of their activities in performance of the scope of services. It is expressly agreed that Konicek's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Site, nor is Konicek to review the adequacy of job safety on the Site.
- B. Client shall provide facilities and labor necessary to afford Konicek field personnel access to sampling, testing or observation locations in conformance with federal state and local laws/ordinances/regulations including, but not limited to, regulations set forth in 051-IA 29 CFR 1926. If in Konicek's opinion, its field personnel are unable to access the necessary locations and perform the scoped services in conformance with these laws/ordinance/regulations due to Project site condition/operations, Konicek may suspend its services until such conditions/operations are brought into conformance with applicable laws/ordinances/regulations. If within a reasonable tune, operations/conditions are not in conformance with applicable laws/ordinances/regulations, Konicek may terminate this Agreement. If Agreement is terminated pursuant to this Paragraph, the Client shall pay Konicek for services and termination expenses as set forth in this Agreement.

XX. DISPOSAL OF CONTAMINATED MATERIAL

- A. Konicek is not, and has no authority to as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous waste, substance, pollutants or contaminants found or identified at the site. Konicek shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind which are directly or indirectly generated from Konicek's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests.
- B. If samples collected by Konicek or received by Konicek, on behalf of Client, contain hazardous substance, Konicek shall, after testing and analysis, return the samples to Client for final disposal of treatment. Client shall complete all forms necessary and pay all cost for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Konicek is acting as a consultant and at no time assumes title to such samples.

XXI. CHANGED CONDITIONS

The discovery of any hazardous waste substances, pollutants, or contaminants, underground obstructions, conditions or utilities at the Site, which were not brought to the attention of Konicek prior to the date of this Agreement, will constitute a materially different site condition entitling Konicek, at its option, to terminate the contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance.

XXII. OPINION OF COSTS

Konicek's opinions of probable project/construction costs, if included in the scope of services, are made on the basis of Konicek's knowledge, experience and qualifications. Konicek cannot and does not guarantee that proposals, bids or actual total project/construction costs will not vary from opinions of probable costs provided by Konicek.

XXIII. REPORTS AND OWNERSHIP OF DOCUMENTS

- A. Konicek shall furnish two (2) copies of each report to Client unless otherwise stated in preceding proposal. Additional copies shall be furnished for the cost of copying. With the exception of Konicek's final report(s) to Client, all other documents relating to the preparation of the report, including but not limited to notes, support data, test data, memorandum and other preparation materials are and remain the property of Konicek. Konicek agrees to return all reports and information supplied by the Client
- B. Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including but not limited to design, construction, permits or licensing.

XXIV. GOVERNING LAW

- A. This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of Wisconsin.
- B. As requested by the Wisconsin Construction Lien Law, Konicek herby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land arid buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract direction with the owner of those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

XXV. DISPUTE RESOLUTION

- A. All claims, disputes, controversies arising out of this Agreement, or any breach thereof, shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Konicek shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Konicek within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- B. If a dispute cannot be settled through mediation as described in Paragraph XXV(A), then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- C. In no event shall a demand through mediation be made more than two (2) years from the date the party making the demand knew, or should have known, of the dispute or six (6) years from the date of substantial completion of Konicek's participation in the Project, whichever date occurs earlier.
- D. All mediation or arbitration shall take place in Milwaukee, Wisconsin unless both Client and Konicek agree otherwise. The fees of the mediator(s) or arbitrator(s) and the costs of transcription and other costs incurred by the mediator(s) or arbitrator(s) shall be apportioned equally between both parties.

Standard Fee Schedule February 2005

LABOR

Staff Assistant	\$ 35.00/Hour
Project Assistant	\$ 50.00/Hour
Field Technician	\$ 45.00/Hour
Environmental Technician	\$ 55.00/Hour
CAD Technician	\$ 60.00/Hour
Staff Professional	\$ 80.00/Hour
Project Professional	\$ 95.00/Hour
Senior Professional	\$110.00/Hour

EQUIPMENT

Centrifugal Pump	\$60.00/Day
Electronic Scale	\$25.00/Day
Filtering Apparatus	\$22.00/Day
Hand Auger	\$15.00/Day
Level, Tripod, Tape/Chain	\$38.00/Day
Magnetometer	\$20.00/Day
Oil/Water Level Interface Probe	\$70.00/Day
Peristaltic Pump	\$40.00/Day
Photoionization Detector (PID)	\$75.00/Day
Water Level Indicator	\$21.00/Day

EXPENSES

Mileage	\$ 0.38/Mile
Per Diem	\$80.00/Day

All expenses, including subcontractors, will be billed at cost, plus 10%. Payment terms, net 15.

All unpaid invoices subject to 1% per month accrued interest charge after 30 days.

All past due invoices subject to reasonable collection charges.



Memorandum

DATE: February 15, 2007

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works

RE: Ordinance for 4-Way Stop at Southfield Drive and Deer Haven Drive

Action was taken at the last Board of Public Works meeting directing the City Attorney to prepare an ordinance for 4-way stop signs at the intersection of Southfield Drive and Deer Haven Drive. From comments made at that meeting, it is apparent that the Council intends to approve that ordinance.

This memo is meant to document my opposition to that ordinance based on the engineering study completed by the Engineering Department. State statutes require cities to comply with the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD outlines some specific, and some non-specific, requirements for the proper use of a 4-way stop at intersections. Our engineering study very definitely indicated the warrants for the stop signs are not met at this intersection based on traffic volumes, pedestrian volumes, and accident history. The MUTCD also allows the use of engineering judgment regarding special issues to recommend a 4-way stop at an intersection. Although there is a bus stop at this intersection, and it is somewhat proximate to the neighborhood park, I do not believe the pedestrian volumes are extraordinary to warrant placement of the 4-way stop control.

City Attorney Brandt stated at the Board of Public Works meeting that the City is more exposed to liability from improperly installing traffic control devices than it would be from any accident occurrence at an intersection that is uncontrolled, but in compliance with the MUTCD. We are told at seminars we attend that attorneys (especially those specializing in personal injury) are one of the most frequent attendees of traffic seminars and also one of the largest purchasers of the MUTCD. They are becoming more and more aware of potential liability for communities in noncompliance with the MUTCD.

I just attended a webcast for traffic calming design guidelines this week. This presentation stressed again that stop signs should not be used as a device to reduce speeds. There are other methods that were discussed that are much more effective for speed reduction. Some of those used successfully are speed humps, speed tables, traffic circles, intersection bulbouts, and street narrowings. It was indicated at this webcast that speed humps, on the average, reduce speeds by 18% - 23%, reduce traffic volumes by up to 22%, and reduce crashes by 13% - 45%. Based on this information, I urge you to reject the proposed ordinance for 4-way stop signs at the intersection of Southfield Drive and Deer Haven Drive.

ORDINANCE O - 4 - 07

AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS (Southfield and Deerhaven)

Introduced by Alderman Taylor
The Common Council of the City of Menasha does ordain as follows:
SECTION 1: Sec. $10 - 1 - 15$ (e) (19) is created to read as follows:
Southfield Drive and Deerhaven Drive.
SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.
Passed and approved this day of,2007.
Joseph F. Laux, Mayor
ATTEST:

Deborah A. Galeazzi, City Clerk